

VENDOR AGREEMENT

«VENDOR NAME»

Agreement No.
«Vendor_Number»

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is dated [DATE] (“effective date”) and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION (aka FIRST 5 LA), whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the “COMMISSION” and «Vendor Name», hereinafter referred to as the “VENDOR”. VENDOR’s activities and services provided pursuant to this Agreement shall be coordinated and overseen by COMMISSION staff as set forth in this Agreement.

I. TERM OF AGREEMENT

The term of this Agreement shall be from the effective date, as set forth in the introductory clause, through «Expiration Date» (“expiration date”), unless earlier terminated pursuant to this Agreement.

II. SCOPE OF WORK

VENDOR shall complete the activities and perform the services set forth and described in the Scope of Work, attached as **Exhibit A**. COMMISSION may amend the Scope of Work throughout the term of this Agreement. VENDOR shall deliver all work and final products on time and on budget, unless otherwise agreed to in writing and in advance by COMMISSION and VENDOR, and with the highest degree of quality and service to COMMISSION. VENDOR will work under the direction of the COMMISSION staff designated to this Agreement (the “designated COMMISSION staff”) throughout the term of this Agreement, who shall ensure that VENDOR completes the activities, performs the services and provides the appropriate documents in compliance with the requirements of this Agreement.

III. BUDGET AND COMPENSATION

As full compensation for VENDOR’s services provided under this Agreement, COMMISSION shall pay VENDOR a total fee not to exceed «WRITTEN_DOLLAR_AMOUNT» (**\$«Amount»**), as set forth in the Budget, attached as **Exhibit B**, and in accordance with the payment terms set forth in Section IV of this Agreement.

IV. PAYMENT TERMS

Not later than the last business day of each month[Not later than ten (10) business days after the completion of all activities and the performance of all services], VENDOR shall submit to COMMISSION invoices[an invoice] for actual activities completed and services performed and the expenses incurred and paid by VENDOR (“actual expenses”) pursuant to this Agreement utilizing an invoice form (1) provided to VENDOR by COMMISSION or (2) prepared by VENDOR and approved as to form by COMMISSION. The COMMISSION provided invoice

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forms shall describe in detail the services performed, deliverables provided, if applicable, and actual expenses incurred and paid by VENDOR during the prior month. The invoice forms prepared by VENDOR, and approved as to form by COMMISSION, shall include, at a minimum, the following information: VENDOR name, Program Name, Report Period, Invoice Amount, Approved Budget by Category, Year-to-Date (“YTD”) Actual Total, Approved Budget Total and Budget Balance. If there are any errors contained in any invoice submitted to COMMISSION, VENDOR shall describe and explain the error in VENDOR’s subsequent invoice submitted to COMMISSION. COMMISSION shall review each[the] invoice and notify VENDOR in writing within ten (10) business days after receipt of a properly completed invoice of any disputed amounts. COMMISSION shall pay VENDOR all undisputed invoice amounts within thirty (30) calendar days of COMMISSION’s receipt of a timely submitted invoice up to the not to exceed amount set forth in Section III of this Agreement. COMMISSION shall make checks payable to VENDOR as listed in Section VII.P [the Payee, «Payee_Name», at «Payment_Address»]. If VENDOR fails to timely submit a properly completed invoice on or before the last business day of a month in accordance with this Section IV, COMMISSION shall process the late invoice in the subsequent month from COMMISSION’s date of receipt. Provided that CONTRACTOR is in full compliance with all provisions of this Contract and is not in material breach of this Contract, COMMISSION shall make final payment in accordance with the provisions of this Section IV and upon VENDOR’s satisfactory completion of all activities and performance of all services. COMMISSION shall not be liable for payment of invoice amounts on any invoice received by COMMISSION more than ninety (90) calendar days following the invoice due date. CONTRACTOR’s submission of fraudulent invoices shall constitute a material breach of this Contract.

V. EXPENDITURES BY CONTRACTOR

VENDOR shall obtain COMMISSION’s prior written approval regarding any modification to **Exhibit B**. VENDOR shall submit budget modification requests to the designated COMMISSION staff prior to incurring the modified expenses. Modifications to **Exhibit B** are not permitted during the first two (2) months or the last two (2) months of the term of this Agreement, unless authorized by COMMISSION staff. Modifications to **Exhibit B** require COMMISSION’s prior approval. COMMISSION’s approval of a budget modification shall be contingent on VENDOR’s timely submission of documentation required by COMMISSION.

VI. REPRESENTATIONS AND WARRANTIES

A. QUALIFICATIONS

VENDOR represents that it is fully qualified to complete the activities and perform the services required under this Agreement by virtue of its experience, knowledge, expertise, suitable facilities and qualified

personnel. VENDOR shall not assign or change personnel performing services under this Agreement without the prior written approval of the designated COMMISSION staff, which approval may be withheld in his or her sole and absolute discretion. VENDOR shall submit requests for approval of or changes to personnel to the designated COMMISSION staff prior to such person's performance of services under this Agreement.

The VENDOR is responsible for maintaining satisfactory standards for employees in regards to conduct, appearance and integrity (i.e. use of foul language, use of COMMISSION staff's personal items, use of phones and TVs, use of computers or other office equipment).

The VENDOR shall provide employees with suitable uniform or smock to be worn at all times when performing custodial services at job site.

The VENDOR shall ensure that no person(s) not employed by the CONTRACTOR (i.e. spouse, children, brothers, sisters, friends, etc.) shall be allowed to enter the premises during performance of services.

The VENDOR must notify COMMISSION of the assigned staff for all services at least two (2) weeks in advance and must have photo ID on file. The VENDOR shall provide relief personnel as necessary to ensure that each assignment is performed per specifications regardless of employee absenteeism. All employees servicing COMMISSION must pass a background check and the background checks must be submitted to and maintained on file by COMMISSION.

B. EMPLOYEES OF VENDOR

Any and all employees of VENDOR not satisfactory to COMMISSION will be replaced upon written request as soon as possible by another or others satisfactory to COMMISSION. VENDOR represents that it shall use trained personnel directly employed and supervised by VENDOR, that it now has and will keep employed sufficiently skilled and competent personnel, and that such personnel will receive such training as necessary to perform the Services. While performing the Services, VENDOR's agents, employees, servants and VENDORS shall not admit any one into the Property (other than authorized personnel of VENDOR or COMMISSION or tenants of the Property). VENDOR's personnel shall in no event use the telephones of tenants of the Property. Neither VENDOR nor VENDOR's agents, employees, servants or VENDORS shall contact or solicit business from any tenant of the Property without the prior written consent of COMMISSION.

C. COMPLIANCE WITH APPLICABLE LAWS

VENDOR shall conform to and abide by all applicable municipal, county, state and federal laws, regulations and ordinances, and comply with all applicable licensing and accrediting authorities in the performance of this Agreement, including standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials. Upon COMMISSION's request, VENDOR shall provide COMMISSION with copies all valid and current licenses applicable to VENDOR's performance under this Agreement. If applicable, VENDOR shall comply with Section 3410 of the Public Contracts Code, which requires that when purchasing food, preference should be given to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.

Contractor shall ensure that Contractor, its employees and subcontractors, as well as the participants in any program or service conducted hereunder, comply with all applicable federal, State and local public health orders to protect against the spread of the COVID-19 virus or other public health threat, including, without limitation, maintaining social distancing requirements, avoiding unnecessary or non-essential gatherings, and providing or requiring personal protective devices such as face masks, gloves and cleaning supplies.

D. PREVAILING WAGES

This project will be paid for "in whole or in part" out of public funds and is a public works project as defined by Labor Code Section 1720, et. seq. Pursuant to Exhibit C – Prevailing Wage Compliance, Contractor shall be solely responsible for compliance with California's prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, and shall pay workers on the Project not less than the applicable general prevailing rate of per diem wages (commonly known as "prevailing wages") for the Project funded by this Agreement. It shall be the Contractor's sole obligation to determine and pay such wages.

E. LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, VENDOR shall defend, indemnify and hold harmless COMMISSION, its officials, officers, directors, employees, servants, designated volunteers and agents serving as independent contractors in the role of COMMISSION officials (collectively "Indemnitees") from and against any liability, claim, damage, demand, suit, cause of action, proceeding, judgment, penalty, lien, loss, expense or cost

of any kind, including reasonable fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively, "claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to VENDOR's performance of this Agreement, including the Indemnitee's active or passive negligence, except for claims arising from the sole negligence, recklessness or willful misconduct of Indemnitees, as determined by final arbitration or court decision. VENDOR shall defend Indemnitees in any action or actions filed in connection with any such claims with counsel of COMMISSION's choice and shall pay all costs and expenses, including actual attorney's fees, incurred in connection with such defense. The terms of this Paragraph C shall survive the expiration or termination of this Agreement.

VII. OTHER TERMS

A. RESPONSIBILITY

It is COMMISSION's intent to contract with responsible entities. VENDOR shall notify COMMISSION if VENDOR's license or certification, as applicable, has been revoked or suspended. VENDOR shall notify COMMISSION within the (10) business days of receipt of notification that VENDOR is subject to any proposed or pending revocation or suspension of license or certification.

B. INSURANCE

1. VENDOR, at its own expense, shall obtain and maintain at all times during the term of this Agreement the following policy of insurance with the minimum limits indicated below, unless otherwise approved in writing by COMMISSION's Executive Director or Executive Director's designee:

- a) Commercial General Liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and one million (\$1,000,000) Products-Completed Operations Aggregate. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury. If the policy is on a claims-made basis, the retroactive and continuity dates must be before the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract. If the policy is on a claims-made basis, CONTRACTOR shall maintain the insurance for three (3)

years after the completion of CONTRACTOR's services under this Contract and if the coverage is cancelled or non-renewed and not placed with another claims-made policy with a retroactive date prior to the effective date of this Contract or the beginning of CONTRACTOR's performance of services under this Contract, CONTRACTOR must purchase extended reporting coverage for a minimum of three (3) years after the completion of CONTRACTOR's services under this Contract.

- b) Business Auto Liability coverage on ISO Business Auto Coverage forms with minimum limits of one million dollars (\$1,000,000) per accident for bodily injury and property damage. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, or non-owned autos, as each may be applicable. Coverage shall be as broad as Insurance Services Office (ISO) Form CA 00 01.
 - c) Workers' Compensation Insurance as required by the State of California and with minimum statutory limits and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident and per employee and in the Aggregate for disease.
 - d) Comprehensive Crime Bond in limits of not less than \$1,000,000 per occurrence covering all dishonest acts of servants, employees, agents, and representatives of Contractor while performing Services hereunder.
- 2. The policies of insurance required under this Paragraph B shall be issued by insurers authorized to do business in the State of California, with a minimum A.M. Best's Insurance rating of A:VIII, unless otherwise approved in writing by COMMISSION's Executive Director or Executive Director's designee.
 - 3. The Commercial General Liability and Business Auto Liability policies are to contain or be endorsed to contain the "Los Angeles County Children and Families First – Proposition 10 Commission", or if abbreviated, "LA Cty Prop 10 Commn.", its officials, officers, directors, agents, consultants and employees as additional insureds with respect to liability and defense of claims arising out of products, services or operations performed by or on behalf of VENDOR. A Blanket Additional Insured endorsement indicating Additional Insured status "as required by written contract or agreement" is acceptable.

4. All insurance coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy of insurance.
5. The Commercial General Liability and Business Auto Liability policies shall be or endorsed to be primary and non-contributing as respects the “Los Angeles County Children and Families First – Proposition 10 Commission”, or if abbreviated, “LA Cty Prop 10 Commn.”, its officials, officers, directors, agents, consultants and employees.
6. No policies of insurance provided to comply with this Paragraph B shall prohibit VENDOR, or VENDOR’s employees or agents, from waiving the right of subrogation prior to a loss. VENDOR waives any right of subrogation that VENDOR or VENDOR’s insurer may acquire against COMMISSION. VENDOR shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation policy as required by Paragraph B shall include a waiver of subrogation endorsement as required in this section. VENDOR’s failure to provide COMMISSION with a waiver of subrogation endorsement from VENDOR’s insurer shall not relieve VENDOR of its obligations under this Paragraph B.6.
7. Should the policies of insurance required under this Paragraph B be suspended, voided, modified, terminated, or non-renewed, VENDOR will provide thirty (30) days’ prior written notice to COMMISSION, excepting only for non-payment of premium, in which case VENDOR shall provide ten (10) days’ written notice to COMMISSION. If the policies of insurance required under this Paragraph B are suspended, voided, modified, terminated or non-renewed during the term of this Agreement, VENDOR shall, within two (2) business days of notice from the insurer(s), notify COMMISSION by phone, fax or certified mail, return receipt requested of the suspension, voiding, modification, termination or non-renewal of the policies.
8. The requirements of specific coverage features or limits contained in this Paragraph B are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

9. The requirements of this Paragraph 0 shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Paragraph 0.
10. All insurance coverage and limits provided by VENDOR and available and applicable to this Agreement shall apply to the fullest extent of the policies. Nothing in this Agreement shall be interpreted as limiting the application of insurance coverage as required under this Paragraph 0.
11. VENDOR or VENDOR's insurance agent or broker shall deliver certificates or other evidence of insurance coverage and copies of all required endorsements to COMMISSION in accordance with Section VII.B.11 of this Agreement. COMMISSION utilizes myCOI Central, a software management system, to collect certificates of insurance and to track and verify VENDOR's insurance coverage. Upon VENDOR's receipt of this executed Agreement, VENDOR will receive an email from ccd@first5la.org with instructions for registration. VENDOR shall follow the instructions contained in the email and complete the online registration within 10 business days after receipt of the registration email. Upon completion of registration, COMMISSION will request proof of insurance directly from VENDOR's insurance agent(s). Any actual or alleged failure on the part of COMMISSION or any other additional insured under these requirements to obtain evidence of insurance required under this Agreement in no way waives any right or remedy of COMMISSION or any additional insured in this or any other regard.
12. Renewal Certificates shall be provided not less than ten (10) days prior to VENDOR's policy expiration dates. COMMISSION, at any time, may request and obtain from VENDOR complete, certified copies of the insurance policies required of VENDOR under this Paragraph B.
13. VENDORS shall include all subcontractors as insureds under VENDOR's own policies or shall require all subcontractors performing services under this Agreement to comply with all insurance requirements set forth in this Paragraph B. VENDOR shall obtain certificates or other evidence of insurance coverage and copies of all required endorsements from all subcontractors, and VENDOR assumes all responsibility for ensuring that coverage is provided by subcontractors in conformity with the requirements of this Paragraph 0 of Section VII.
14. VENDOR's failure to maintain the policies of insurance required under this Paragraph 0 of Section VII, complete registration in

myCOI Central, or submit compliant certificates of insurance shall constitute a breach of this Agreement for which COMMISSION may withhold payment to VENDOR until such time as VENDOR complies with the insurance requirements contained in this Paragraph 0, terminate this Agreement pursuant to Paragraph E of this Section VII, or secure alternate insurance at VENDOR's expense.

15. COMMISSION may, at any time during the term of this Agreement, change the amounts and types of insurance required by giving VENDOR sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to VENDOR, COMMISSION and VENDOR may renegotiate VENDOR's compensation.
16. VENDOR also shall promptly report to COMMISSION any injury or property damage accident or incident, including any injury to a VENDOR's employee occurring at a COMMISSION sponsored event, and any loss, disappearance, destruction, misuse, or theft of COMMISSION property, monies or securities entrusted to VENDOR. VENDOR also shall promptly notify COMMISSION of any third party claim or suit filed against COMMISSION or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against VENDOR and/or COMMISSION.

C. INDEPENDENT CONTRACTOR

VENDOR is, and shall at all times remain as to COMMISSION, a wholly independent contractor. VENDOR shall have no power to incur any debt, obligation, or liability on behalf of COMMISSION. Neither COMMISSION nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as set forth in this Agreement. VENDOR shall not, at any time, or in any manner, represent that it or any of its officials, officers, directors, agents or employees are in any manner employees of COMMISSION. VENDOR agrees to pay all required taxes on amounts paid to VENDOR under this Agreement, and to indemnify and hold COMMISSION harmless from any and all taxes, assessments, penalties, and interest asserted against COMMISSION by reason of the independent contractor relationship created by this Agreement. VENDOR shall fully comply with the workers' compensation law regarding VENDOR and VENDOR's employees. VENDOR shall indemnify and hold COMMISSION harmless from any failure of VENDOR to comply with applicable workers' compensation laws. COMMISSION may offset against the amount of any fees due to VENDOR under this Agreement any amount due to COMMISSION from VENDOR as a result of VENDOR's

failure to promptly pay to COMMISSION any reimbursement or indemnification arising under this Paragraph C of Section VII.

D. INTERPRETATION AND JURISDICTION

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a state court in Los Angeles County, California.

E. TERMINATION

1. Termination without Cause. Either party may terminate this Agreement by giving written notice to the other party at least ten (10) calendar days before the termination is to be effective. COMMISSION shall compensate VENDOR only for those documented, earned and unpaid fees and expenses incurred by VENDOR pursuant to **Exhibit B** prior to the effective date of termination. Within thirty (30) calendar days of the effective date of termination, VENDOR shall refund COMMISSION any amount paid in advance to VENDOR by COMMISSION but not yet earned. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section VII.E.1.
2. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, COMMISSION shall not be obligated for VENDOR's performance under this Agreement or by any provision of this Agreement during any of COMMISSION's future fiscal years unless and until COMMISSION appropriates funds for this Agreement in the COMMISSION's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. COMMISSION shall notify VENDOR in writing of any such non-allocation of funds at the earliest possible date. COMMISSION shall not be liable to CONTRACTOR for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section VII.E.2.
3. Termination for Cause. Either party may terminate this Agreement for cause, effective immediately, by giving written notice to the other party. For purposes of this Agreement "cause" includes a party's material breach of any provision of this Agreement or a party committing an act or offense that indicates a lack of business integrity or business dishonesty. COMMISSION shall compensate

VENDOR for services satisfactorily rendered to the effective date of termination. Neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, resulting from the termination of this Contract under this Section VII.E.3.

F. VENDOR TO REPAIR

VENDOR shall promptly repair and/or replace, at its own cost and expense, any damage to, or loss of, property caused by its agents, servants, contractors or employees, which repairs or replacements shall be made to the satisfaction of COMMISSION.

G. HARMONY CLAUSE

VENDOR agrees not to participate in or encourage any cessation of services which may occur as a result of a labor dispute. Should there be a work stoppage or shut-down which involves the participation of VENDOR's personnel, VENDOR agrees to take appropriate and prompt action to provide qualified personnel to perform the Services. In the event VENDOR is unable to provide said personnel, VENDOR agrees to reimburse COMMISSION for any expenses incurred by COMMISSION in providing the Services, or, at COMMISSION's sole option, COMMISSION may offset such expense against monies currently owed to VENDOR. VENDOR agrees to take appropriate, prompt action to minimize delay by fully cooperating in every reasonable way to eliminate any work stoppage or the effect of any work stoppage.

H. HAZARDOUS WASTE AND CONSTRUCTION.

VENDOR shall not cause or permit any hazardous material to be generated, produced, brought upon, stored, treated, released or disposed of in or about the Property by VENDOR, its agents, employees, VENDORS or servants without the prior written consent of COMMISSION. VENDOR shall indemnify, defend and hold COMMISSION harmless from and against any and all action (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), cost, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (economic or other) arising from a breach of this prohibition by VENDOR, its agents, employees, VENDORS or servants. VENDOR agrees that in

performance of Agreement there exists a need to conserve natural resources. VENDOR shall participate in and support COMMISSION's conservation programs including but not limited to, energy conservation and material recycling programs.

I. EXAMINATION

VENDOR acknowledges that prior to the execution of this Agreement, VENDOR has made sufficient examination and test of the Property to determine the difficulties and hazards incident to the performance of the Services, whether arising from the location or condition of the Property, proximity to adjacent facilities, equipment tanks, buildings and other structures or otherwise, and has determined to VENDOR's satisfaction the nature and extent of all difficulties and hazards.

J. PROPERTY FACILITIES

COMMISSION reserves the right, without liability to VENDOR, to stop or interrupt any heating, electrical, elevator, escalator, lighting, ventilation, air conditioning, chilled water, gas, steam, power, water, cleaning or other Property facilities at such time or times, and for as long, as may be necessary by reason of accidents, strikes, repairs, alterations, improvements, the inability to secure fuel, gas, water, electricity, labor or supplies, or any other cause beyond COMMISSION's reasonable control.

K. SURVIVAL CLAUSE

Notwithstanding the Term of this Agreement, all terms and conditions set forth in **Exhibit A** related to the delivery of any required report to COMMISSION by VENDOR shall survive the expiration or termination of this Agreement. VENDOR shall prepare and provide to COMMISSION all reports required under **Exhibit A** at no additional cost to COMMISSION.

L. WORD USAGE

Unless the context clearly requires otherwise, (a) the words "shall" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

M. EXHIBITS

Exhibits A and **B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

N. ENTIRE AGREEMENT

This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

O. ATTORNEYS' FEES

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs or expenses, to resolve the dispute and to enforce the final judgment.

P. NOTICES

1. Notices. Except as otherwise required of VENDOR by COMMISSION, all notices, consents, requests, demands, reports, invoices or other communications required or permitted under this Agreement shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission is sent by facsimile, (4) three business days following deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below, or to such other addresses as the parties may, from time to time, designate in writing or (5) on the first business day after transmission is sent by email, if permitted by the designated COMMISSION staff. E-mails shall be confirmed in hard copy by United States mail, overnight courier or facsimile, as required by the designated COMMISSION staff.

To VENDOR:

«VENDOR_NAME»
«Vendor_Address»
«City_State_Zip»

Primary Contact

«Primary_Contact_Name»
«Primary_Contact_Phone»
«Primary_Contact_Email»

Fiscal Contact

«Fiscal_Contact_Name»
«Fiscal_Contact_Phone»
«Fiscal_Contact_Email»

To COMMISSION:

FIRST 5 LA
Attention: «CCO_Name», Contract Compliance Officer
750 North Alameda Street, Suite 300
Los Angeles, California 90012

2. Notice of Delays. When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

Q. ASSIGNMENT AND DELEGATION

VENDOR may not assign any of its rights or delegate any of its duties under this Agreement without COMMISSION's prior written consent, which consent may be withheld in COMMISSION's sole and absolute discretion. If COMMISSION consents to VENDOR's subcontracting of all or a portion of this Agreement, VENDOR shall submit to COMMISSION all proposed subcontractors and/or a copy of the subcontract or memorandum of understanding between VENDOR and the subcontractor if required by the designated COMMISSION staff for COMMISSION's prior review and approval. CONTRACTOR shall provide copies of executed subcontracts if requested by the designated COMMISSION staff. Despite COMMISSION's consent, COMMISSION shall not be liable for the actions of the subcontractors, and no assignment or delegation will release VENDOR from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this provision is void and will entitle COMMISSION to terminate this Agreement. As used in this Paragraph K, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, subcontract or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs or any change in VENDOR's corporate structure, governing body or management.

R. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

S. SEVERABILITY

VENDOR #: «Vendor_Number»
«Initiative_or_Project»

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

[SIGNATURE PAGE FOLLOWS]

Appendix E – Sample Contract

VIII. SIGNATURES

The parties, through their respective duly authorized signatories, are signing this Agreement on the date stated in the introductory clause.

COMMISSION

Los Angeles County Children and Families
First - Proposition 10 Commission,
aka First 5 LA

By: _____
Name: Kim Belshé
Title: Executive Director

Approved as to Form:

By: _____
Name: Craig A. Steele
Title: Legal Counsel

VENDOR

«Vendor_Name»

By: _____
Name: «Signatory»
Title: «Title»

By: _____
Name: «Signatory 2»
Title: «Title 2»