

## APPENDIX A - SAMPLE AGREEMENT

«VENDOR NAME»

Agreement No.  
«Vendor Number»

### COMMISSIONERS

Los Angeles County Supervisor	Judy Abdo	Yvette Martinez
Holly J. Mitchell	Robert Byrd, Psy.D	Maricela Ramirez
<i>Chair</i>	Astrid Heger, M.D.	Carol Sigala
Brandon Nichols		
<i>Vice Chair</i>		

### EX OFFICIO MEMBERS

Barbara Ferrer, Ph.D.,  
M.P.H., M.Ed.  
Jacquelyn McCroskey, DSW  
Deanne Tilton

### EXECUTIVE DIRECTOR

Karla Pleitez Howell

### EXECUTIVE VICE PRESIDENT

John A. Wagner

### A PUBLIC ENTITY

## 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

This is an Indefinite Delivery/Indefinite Quantity Agreement. VENDOR shall complete the activities and perform the services set forth and described in the Scope of Work, attached as **Exhibit A**. All work under this Agreement shall be ordered by issuance of Task Orders, approved Task Orders will be incorporated as **Exhibit B**, by COMMISSION. If required under the Scope of Work, VENDOR shall deliver to COMMISSION all reports within the timeframes set forth in approved Task Orders. VENDOR shall deliver all work and final products on time, 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 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. PERSONNEL

VENDOR has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by VENDOR or under its supervision, and all personnel engaged in the work shall be qualified to perform the services. VENDOR’s services performed pursuant to this Agreement shall be directed by «VENDOR NAME». VENDOR shall not assign or change personnel performing services under this Agreement without the prior written approval of the COMMISSION staff designated to this Agreement (“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.

#### IV. TIME OF PERFORMANCE

VENDOR shall commence the services required under this Agreement upon approval of a Task Order, incorporated as Exhibit B. VENDOR shall perform the services and provide deliverables, if applicable, within the timelines indicated in approved Task Orders.

#### V. PRICING AND COMPENSATION

As full compensation for VENDOR's services provided under this Contract, COMMISSION shall pay VENDOR a total fee not-to-exceed «WRITTEN\_DOLLAR\_AMOUNT» (\$«Contract\_Amount»). COMMISSION shall pay VENDOR the prices as set forth and, attached as **Exhibit G**, Rate Sheet, and in accordance with the payment terms set forth in Section VI of this Agreement. Work shall be authorized only by COMMISSION staff when and if ordered, up to and including the quantity designated at the time of ordering. **This Agreement does not guarantee work.** Orders may also include non-pre-priced work, as defined in the Special Provisions of this Agreement. COMMISSION staff may issue orders requiring delivery to multiple destinations or performance at multiple locations. There is no limit on the number of orders that may be issued. Any costs incurred without Commission's prior approval will be at the sole expense of the VENDOR.

#### VI. PAYMENT TERMS

Not later than the last business day of each month, VENDOR shall submit to COMMISSION an invoice for actual goods rendered and services performed and the expenses incurred and paid by VENDOR ("actual expenses") during the prior month pursuant to this Agreement as approved by First 5 LA through Task Order. VENDOR shall submit no more than one invoice per month. The invoices shall describe in detail the services or products provided, rates, quantities and total amount, as applicable and in accordance with the rates/prices set forth in Exhibit B. VENDOR shall address all invoices to the COMMISSION staff per an invoice containing an invoice number, date description of charges/services and total amount due. COMMISSION shall review each 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 IX.M or at VENDOR's election, COMMISSION shall make payments through automated clearing house (ACH) in which funds are electronically deposited to the VENDOR's bank account as specified in an authorization form. 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 VI, COMMISSION shall process the late invoice in the subsequent month from COMMISSION's date of

receipt. Provided that VENDOR is in full compliance with all provisions of this Agreement and is not in material breach of this Agreement, COMMISSION shall make final payment in accordance with the provisions of this Section VI 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. VENDOR's submission of fraudulent invoices shall constitute a material breach of this Agreement.

## **VII. EXPENDITURES BY VENDOR**

VENDOR shall obtain COMMISSION's prior written approval regarding any modification to **Exhibit G**. VENDOR shall submit modification requests to Exhibit G to the COMMISSION staff (the "designated COMMISSION staff") prior to incurring the modified expenses. Modifications to Exhibit G require COMMISSION's prior approval. COMMISSION's approval of such modification shall be contingent on VENDOR's timely submission of documentation required by COMMISSION.

## **VIII. 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.

### **B. COMPLIANCE WITH APPLICABLE LAWS**

1. 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.

2. VENDOR shall ensure that Vendor, 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.

**C. 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.

**IX. 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. RESPONSIVENESS**

VENDOR shall respond to COMMISSION's inquiries and requests for information arising out of the performance of this Agreement within the timeframe specified by COMMISSION in its inquiry or request.

C. 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 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 Agreement or the beginning of VENDOR's performance of services under this Agreement. If the policy is on a claims-made basis, VENDOR shall maintain the insurance for three (3) years after the completion of VENDOR's services under this Agreement 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 Agreement or the beginning of VENDOR's performance of services under this Agreement, VENDOR must purchase extended reporting coverage for a minimum of three (3) years after the completion of VENDOR's services under this Agreement.
  - 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 VENDOR's use of autos pursuant to this Agreement, 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.
2. The policies of insurance required under this Paragraph C 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. 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.
4. Should the policies of insurance required under this Paragraph C 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 C 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.
5. The requirements of specific coverage features or limits contained in this Paragraph C 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.
6. The requirements of this Paragraph C 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 C.
7. 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 C.
8. 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 IX.C.8 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](mailto: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

9. 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 C of Section IX.
10. 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 C. 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 C of Section IX.
11. VENDOR's failure to maintain the policies of insurance required under this Paragraph C of Section IX, 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 C, terminate this Agreement pursuant to Paragraph G of this Section IX, or secure alternate insurance at VENDOR's expense.
12. 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.
13. 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.

D. CRIMINAL CLEARANCE

For the safety and welfare of any children to be served under this Agreement, VENDOR shall, as permitted by law, ascertain conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors, including VENDOR's administrative staff performing under this Agreement who may come in contact with children in the course of VENDOR's performance of the programs and services required under to this Agreement, and maintain the records in each person's file. Within thirty (30) calendar days after VENDOR ascertains a conviction record, VENDOR shall notify COMMISSION of any arrest or subsequent conviction, excluding convictions for minor traffic offenses, of any employee, independent contractor, volunteer or subcontractor who comes into contact with children while conducting programs and services required under this Agreement. VENDOR shall not engage or continue to engage the services of any person convicted of any crime involving moral turpitude or harm to children, including the offenses specified in California Health and Safety Code Section 11590 (persons required to register as controlled substance offenders) and those crimes defined in the following California Penal Code sections or any future California Penal Code sections that address these crimes: (1) Section 261.5 (unlawful sexual intercourse with a minor); (2) Section 272 (causing, encouraging or contributing to delinquency of person under age 18); (3) Section 273a (willful harm or injury to child or child endangerment); (4) Section 273ab (assault resulting in death of child under 8 years of age); (5) Section 273d (infliction of corporal punishment or injury on child resulting in traumatic condition); (6) Section 273g (degrading, lewd, immoral or vicious practices in the presence of children); (7) Section 286 (sodomy); (8) Section 288 (lewd or lascivious acts upon the body of a child under age 14); (9) Section 288a (oral copulation); (10) Section 314 (indecent exposure); (11) Section 647 (disorderly conduct, including lewd conduct, prostitution, loitering and intoxication in a public place); and (12) Section 647.6 (annoyance of or molesting a child under age 18).

E. 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 E of Section IX.

F. INTERPRETATION AND JURISDICTION

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be interpreted and governed according to 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.

G. TERMINATION

1. Termination without Cause. Either Party may terminate this Agreement by giving written notice to the other Party at least thirty (30) calendar days before the termination is to be effective. 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 Agreement under this Section IX.G.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 30<sup>th</sup> 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 VENDOR for damages of any kind, including incidental or consequential damages, resulting from the termination of this Agreement under this Section IX.G.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 Agreement under this Section IX.G.3.

#### H. 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.

#### I. 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.

#### J. EXHIBITS

The following exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:

Exhibit A SCOPE OF WORK

Exhibit D COMPLIANCE GUIDELINES

Exhibit E DATA USE APPROVAL FORM

Exhibit F STYLE GUIDE

(Please see <https://www.first5la.org/article/branding>)

Exhibit G RATE SHEET

The following exhibits constitute a part of this Agreement and are incorporated into this Agreement upon issuance by COMMISSION for task orders or upon receipt by COMMISSION from VENDOR for reports and invoices:

Exhibit B TASK ORDER(S)

Exhibit C INVOICES

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.

K. 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.

L. 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.

M. 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, Contract Administration and Purchasing Department  
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 or delivery of the goods and services requested by COMMISSION staff, Vendor shall, within 48 hours, give notice, including relevant information, to the COMMISSION.

N. 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. VENDOR 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 N, "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.

O. 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.

P. SEVERABILITY

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.

*[SIGNATURES PAGE FOLLOWS]*

**X. 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: Karla Pleitéz Howell  
 Title: Executive Director

Approved as to Form:

By: \_\_\_\_\_  
 Name: Serita R. Young  
 Title: Legal Counsel

**VENDOR**

«Vendor\_Name»

By: \_\_\_\_\_  
 Name: «Signatory»  
 Title: «Title»

By: \_\_\_\_\_  
 Name: «Signatory 2»  
 Title: «Title 2»

**COMMISSIONERS**

Los Angeles County Supervisor	Judy Abdo	Yvette Martinez
Holly J. Mitchell	Robert Byrd, Psy.D	Maricela Ramirez
<i>Chair</i>	Astrid Heger, M.D.	Carol Sigala
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<i>Vice Chair</i>		

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