

## CONFERENCE/EVENT SPONSORSHIP MEMORANDUM OF UNDERSTANDING

This Conference/Event Sponsorship Memorandum of Understanding (“MOU”) is dated July 1, 2016, and is between the Los Angeles County Children and Families First – Proposition 10 Commission (aka Commission), whose address is 750 North Alameda Street, Suite 300, Los Angeles, California 90012 (“Commission”) and «Organization\_Name», (“Conference/Event Organizer”).

### RECITALS

A. On July 9 2015, the Commission approved Policy Number P-3500 (the “Policy”), which establishes a uniform policy and procedure for funding Los Angeles County conferences/events, can be found online here: <http://www.first5la.org/files/Conference%20Sponsorship%20P3500%2021314.pdf>.

B. The Commission’s primary goal for funding conferences/events is to support knowledge sharing activities that advance the field of early child development through: (1) increasing community and/or professional capacity; (2) disseminating best and promising practices; and (3) sharing new research findings.

C. Conferences/Events supported by the Commission must be held in Los Angeles County and serve the countywide population or be in a geographic jurisdiction (e.g., Sacramento) that could impact policies and/or resources affecting L.A. County children ages prenatal to 5, and must be related to Commission’s four priority outcome areas (Families, Communities, Early Care and Education Systems, and Health-Related Systems).

D. Commission’s Executive Department may award a maximum of Fifteen Thousand Dollars (\$15,000) or fifty percent (50%) of the total conference/event budget, whichever is lower, to support an individual conference/event.

E. Conference/Event Organizer has submitted an online application and required documents to Commission to receive Conference/Event funding to be used towards a conference/event.

F. Commission’s Executive Department has approved Conference/Event Organizer’s application package for funding in accordance with the Policy and awarded Conference/Event Organizer «Award» («NumberSpelled») of Conference/Event funds subject to the execution of this MOU.

The parties therefore agree as follows:

1. Award. Commission hereby awards to Conference/Event Organizer funding in the amount of «Award» («NumberSpelled») (the “Total Award”) as a partial subsidy for the cost of the conference/event (the “Conference/Event”) described in Conference/Event Organizer’s application (“Application”). The Application is attached hereto as Exhibit A. Conference/Event Organizer shall use the funds as an advance or reimbursement for incurred Conference/Event expenses as detailed in the Policy.

2. Disbursement of Advanced and Remaining Funds. If Conference/Event Organizer requests an advance of a portion of the Total Award, and Commission approves the request for advance, Commission shall disburse up to fifty percent (50%) of the Total Award to Conference/Event Organizer as an advance prior to the conference/event. To receive the advance, an invoice along with the funding number is required. The remaining fifty percent (50%) will be disbursed when the conference/event is completed. In order to request an advance Conference/Event Organizer shall submit to Commission the following:

- A. Invoice
- B. W-9
- C. Copy of the Award Letter

The amount of the advance shall be determined by the Commission in its sole discretion. Commission shall make checks payable to Conference/Event Organizer. Commission shall pay Conference/Event Organizer all undisputed invoice amounts within thirty (30) calendar days of Commission's receipt of a properly submitted invoice.

Within thirty (30) calendar days following the Conference/Event, Conference/Event Organizer shall submit the following to Commission for the disbursement of the remaining award:

1) A summary report of the Conference/Event, including number of attendees (or an estimate), a program run down, a budget detailing actual expenditures, a media report (if applicable) and a short (three hundred (300) words or less) description of how the Conference/Event assisted Commission in achieving its goals, as described in Recital C of this MOU and the Policy 3500; and

2) An Invoice for the remaining amount of the Total Award.

Disbursement of Reimbursement Funds. If Conference/Event Organizer does not request an advance of a portion of the Total Award, Commission shall disburse the Total Award to Conference/Event Organizer within thirty (30) calendar days following the conclusion of the Conference/Event and upon receipt of the following:

1) A summary report of the Conference/Event, including number of attendees, a program run down, a budget detailing actual expenditures, a media report (if applicable) and a short (three hundred (300) words or less) description of how the Conference/Event assisted Commission in achieving its goals, as described in Recital C of this MOU and the Policy; and

2) An Invoice for the Total Award.

3) W-9

Commission shall pay Conference/Event Organizer all undisputed invoice amounts within thirty (30) calendar days of Commission's receipt of a properly submitted invoice.

3. Conference/Event Organizer Obligations. The Total Award is made subject to Conference/Event Organizer's compliance with all Conference/Event Organizer obligations set forth in this MOU and the Policy, including, without limitation, the "General Guidelines" in

Section IV (“Procedures”) of the Policy and the following obligations set forth in Paragraph 6 of the General Guidelines:

“If awarded funding, the conference/event organizer agrees to provide Commission with the following assets:

- a. Five entrance passes. In addition, the conference/event will offer a discount on additional tickets if additional tickets are requested by Commission.
- b. If appropriate, the opportunity to provide Commission spokespeople to address conference participants.
- c. If appropriate, the opportunity for Commission to conduct a conference session/workshop regarding our focus areas, initiatives, research findings or other topics.
- d. Prominent display of Commission logo on all conference materials such as brochures, programs, websites, advertising and other promotional material. Use of Commission logo must follow the Commission Style Guide. Prior to printing and/or distribution, Commission requests review of the materials using the Commission logo to ensure proper logo usage. Logos may be downloaded online at <http://www.first5la.org/About-Us/Press-Room>.
- e. If the event hosts an exposition for attendees, Commission requires one (1) information booth/table in event exposition area with the opportunity to disseminate public education materials.
- f. Logo display and a live link between the conference/event website and Commission’s website.
- g. Co-branding opportunities will be facilitated between Commission and other conference sponsors. For example, if Commission wants to develop a giveaway and another sponsor with similar goals/mission is willing to participate, co-branding opportunities may be explored.
- h. Contact information for other conference/event sponsors/collaborators.

G. Notification of Change. Conference/Event must commence on date and place filed on the online application. All changes in planned location or dates of Conference/Event must be immediately communicated to Commission’s designee as listed in Article Nine “Notices” of this MOU. Failure to properly communicate changes to Commission could result in Organizer’s costs being ineligible for reimbursement. Conference/Event must take place within the funding term period **January 1, 2017 – June 30, 2017**. Otherwise, Conference/Event Organizer will forfeit their funding. Conference/Event Organizer may request an extension due to special circumstances. Commission shall accept or deny such request in its sole discretion.

4.

5. Indemnification. To the fullest extent permitted by law, Conference/Event Organizer shall indemnify, defend and hold harmless Commission, its officials, officers, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims"), including, but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Conference/Event Organizer or any of its officers, employees, contractors, subcontractors or agents in the performance of this MOU or operation of the Conference/Event. Conference/Event Organizer's duty to defend shall survive the expiration or termination of this MOU.

6. Audit of Records. Conference/Event Organizer shall make all records, invoices, contracts and other records maintained by Conference/Event Organizer in connection with this MOU available to Commission for review and audit upon twenty-four (24) hour advance notice. Commission may conduct such review and audit at any time during Conference/Event Organizer's regular working hours for a period of six (6) months after the completion of the Conference/Event.

7. Cooperation. In the event any claim or action is brought against Commission relating to Conference/Event Organizer's performance under this MOU, Conference/Event Organizer shall render any reasonable assistance and cooperation that Commission requires.

8. Termination. Commission may terminate this MOU by written notice to Conference/Event Organizer, without penalty or obligation, upon Conference/Event Organizer's breach of this MOU. In such event, Conference/Event Organizer shall refund any funding amount received from Commission.

9. Notices. All notices, consents, requests, demands and other communications required or permitted under this MOU shall be in writing and shall be conclusively deemed effective on (a) personal delivery, (b) on confirmed delivery by courier service, (c) on transmission if sent by facsimile transmission during Commission's and Conference/Event Organizer's regular business hours, (d) one business day after email transmission if confirmed in hard copy by either United States mail, overnight courier or facsimile or (e) three business days after deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

If to Commission:

Commission  
Attn: Judith Gomez, Program Officer  
Grants Management Department  
750 North Alameda Street, Suite 300  
Los Angeles, California 90012  
Email: jgomez@first5la.org

If to Conference/Event Organizer:

«Organization\_Name»

Attn:

«Primary\_Contact\_Formal\_Salutation»

«Primary\_Contact\_Title»  
«Organization\_Address»

10. Non Discrimination and Equal Employment Opportunity. In the performance of this MOU, Conference/Event Organizer shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. Conference/Event Organizer will take affirmative action to ensure that sub-contractors and applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status.

11. Non-Assignability. Conference/Event Organizer shall not assign all or any portion of this MOU, unless otherwise approved by Commission. Any attempted or purported assignment by Conference/Event Organizer shall be null, void and of no effect.

12. Waiver. No delay or omission to exercise any right, power or remedy accruing to Commission under this MOU shall impair any right, power or remedy of Commission, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this MOU shall be (1) effective unless it is in writing and signed by the party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

13. Attorney's Fees. In the event that either party to this MOU shall commence any legal action or proceeding to enforce or interpret the provisions of this MOU, the prevailing party in the action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

14. Separate Writings and Exhibits. The Policy and Exhibit A constitute a part of this MOU and are incorporated into this MOU by this reference. If any inconsistency exists or arises between a provision of this MOU and a provision of any exhibit or other incorporated writing, the provisions of this MOU shall control.

15. Entire Agreement. This MOU and all exhibits and incorporated writings constitute the final, complete and exclusive statement of the terms of the agreement between Commission and Conference/Event Organizer pertaining to Commission's award of funds to be used towards Conference/Event Organizer's Conference/Event and supersedes all prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty except those expressly set forth in this MOU. Time is of the essence in respect to all provisions of this MOU that specify a time for performance.

16. Modification of MOU. This MOU may be supplemented, amended or modified only by a writing signed by both parties.

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

*[SIGNATURES PAGE FOLLOWS]*

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

CONFERENCE/EVENT ORGANIZER

«Organization\_Name»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
[If a corporation: Board Chairman,  
President or VP]