

SAMPLE

VENDOR AGREEMENT

VENDOR # 00000

TO: Sample Vendor, Vendor Title
Sample Vendor Company

FROM: Evelyn V. Martinez, Executive Director

DATE: February 30, 2008

SUBJECT: Sample Vendor Project

This Agreement, by 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 Sample Vendor Company whose address is 55555 First Street, Los Angeles, CA 90012 hereinafter referred to as the "VENDOR" shall be valid upon acceptance by the COMMISSION. All of VENDOR'S activities and services to be provided hereunder will be coordinated and overseen by COMMISSION staff as designated below.

TERMS OF AGREEMENT

SCOPE OF ENGAGEMENT

The VENDOR agrees to design and print Brochures, Folders, etc. by the end of March 2007

The VENDOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and VENDOR, with the highest degree of quality and service to the COMMISSION. The VENDOR will work under the direction of Designated Director, Title of the COMMISSION throughout the duration of the Agreement to ensure appropriate documents and activities are in compliance.

BUDGET

The Budget and Budget Narrative for the VENDOR are attached as **Exhibit B** and form an integral part of this Agreement.

In-directs costs included in the budget are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding ten percent will become the responsibility of the VENDOR.

The VENDOR shall receive from the COMMISSION total compensation not to exceed **\$5.00** pursuant to the terms and conditions for payment set forth herein.

PAYMENT TERMS

All checks are to be made payable to **Sample Vendor Company** and mailed to 55555 First Street, Los Angeles, CA 90012. Monthly invoices based on actual expenses are to be submitted by the VENDOR to the COMMISSION by the 20th day of each month and must be addressed to the attention of Evelyn V. Martinez, Executive Director of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION'S receipt of a properly completed invoice, COMMISSION shall notify VENDOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay VENDOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before 20th day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION.

REPRESENTATIONS AND WARRANTIES

COMPLIANCE WITH APPLICABLE LAWS

VENDOR represents that it has requisite experience, knowledge and expertise, suitable facilities and qualified personnel to properly carryout the work outlined above. VENDOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes 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.

LIABILITY AND INDEMNIFICATION

To the full extent permitted by law, VENDOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by VENDOR, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to VENDOR'S performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION'S sole negligence as determined by a court of competent jurisdiction.

OTHER TERMS

INSURANCE

Without limiting VENDOR'S duty to indemnify COMMISSION during the term of this VENDOR Agreement, VENDOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this VENDOR Agreement.

Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COMMISSION shall be delivered to COMMISSION prior to commencing services under this Contract Agreement. Such certificates or other evidence shall:

Sample Vendor Company

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- Specifically identify this Vendor Agreement.
- Clearly evidence coverage required in this Vendor Agreement.
- Contain the express condition that COMMISSION is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability, adding the **“Los Angeles County Children and Families First – Proposition 10 Commission”** (or if abbreviated, **“LA Cty Prop 10 Commn.”**), its officers, agents, consultants and employees as insureds for all activities arising from this Vendor Agreement.

Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COMMISSION with an A.M. Best rating of not less than A:VII, unless otherwise approved by COMMISSION.

Failure to Maintain Coverage: Failure by VENDOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COMMISSION, shall constitute a material breach of this Agreement upon which COMMISSION may immediately terminate or suspend this VENDOR Agreement. COMMISSION, at its sole option, may obtain damages from VENDOR resulting from said breach. Alternatively, COMMISSION may purchase such required insurance coverage, and without further notice to VENDOR, COMMISSION may deduct from sums due to VENDOR any premium costs advanced by COMMISSION for such insurance.

Insurance Coverage Requirement:

General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

- | | |
|--|-------------|
| ▪ General Aggregate: | \$2 million |
| ▪ Personal and Advertising Injury: | \$1 million |
| ▪ Products/ Completed Operations Aggregate | \$1 million |
| ▪ Each Occurrence: | \$1 million |

INDEPENDENT CONTRACTOR

The COMMISSION shall not be responsible for withholding taxes with respect to the VENDOR compensation hereunder. The VENDOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

INTERPRETATION AND JURISDICTION

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

TERMINATION OF SERVICES

Either party may terminate this Agreement after providing ten (10) days written notice to the other party at the address first set forth above. When VENDOR'S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by VENDOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to VENDOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Agreement and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or VENDOR shall immediately terminate this Agreement.

ENTIRE UNDERSTANDING

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Agreement shall govern over any inconsistent provisions contained in any exhibit hereto.

ATTORNEY FEES

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

NOTICES

Any notices, reports, or invoices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during VENDOR'S and COMMISSION'S regular business hours or by facsimile before or during VENDOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

Notices to VENDOR

Notices will be sent to VENDOR addressed as follows:

Primary Contact Person	Telephone	E-mail
Fiscal Contact Person	Telephone	E-mail
Vendor Name		
Vendor Address		

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA
Attention: Designated Director, Title
750 North Alameda Street
Los Angeles, California 90012

With a copy of any Contract changes or amendments to:

Craig A. Steele
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

Notice of Delays

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

SIGNATURES

In WITNESS WHEREOF, this Vendor Agreement has been executed as of the date set forth above by the respective duly authorized signatories below.

VENDOR

Agreed & Accepted

Sample Vendor, Vendor
Sample Vendor Company

Date

COMMISSION

Agreed & Accepted:

Evelyn V. Martinez
Executive Director
Los Angeles County Children and Families First –
Proposition 10 Commission (aka First 5 LA)

Date