



## Committee Meeting Item Cover Sheet

Item:

Presented By:

Staff Recommendation:

Committee Approval:

Yes	No	N/A
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Total Associated Cost:

Yes	No	N/A
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Included in Budget?

Yes	No	N/A
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Over Budgeted Amount?

Yes	No	N/A
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Under Budgeted Amount?

Yes	No	N/A
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Amount Over/Under Budget?

Included in LCAP?

Yes	No	N/A
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Which LCAP?

- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 CFR, Section 200.315(B))

**M. Severability**

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

**N. Counterparts**

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**O. Silence/Absence/Omission**

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

**P. Indemnification**

The VENDOR shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the VENDOR's acts or omissions, willful misconduct, negligence, or breach of the VENDOR's obligations under this Contract by the VENDOR, its agents, employees, or other persons under its supervision and direction.

The VENDOR shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

**Q. Penalties**

For the breach of the Contract and associated benefits:

If the VENDOR causes the breach, the VENDOR assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

**R. Small and Minority Businesses - Prime Contractors and Subcontractors**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's