



# Neighborhood House Association

5660 Copley Drive • San Diego, CA 92111 • Voice (858) 715-2642 • Fax (858) 715-2670

CHAIRPERSON  
Rudolph A. Johnson III, Chair

PRESIDENT & CEO  
Howard H. Carey, Ph.D.

Contract # \_\_\_\_\_

## STANDARD VENDOR'S AGREEMENT

This Vendor's Agreement (the "Agreement") is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, (the "Effective Date") between NEIGHBORHOOD HOUSE ASSOCIATION, a California nonprofit corporation ("NHA") and \_\_\_\_\_ ("Vendor"), whose contact information follow below:

Name: Telephone Number:

Address: I.D. Number:

License Number:

=====

1. **TERM:** This Agreement shall commence effective \_\_\_\_\_, 200\_\_, and shall continue until \_\_\_\_\_ or until terminated by **[NHA][either party]** upon thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement may be terminated at any time for Cause (as defined below). In the event of termination of this Agreement, compensation due to Vendor will be prorated to reflect the actual work completed at the time of termination. For purposes of this Agreement, "Cause" shall mean conduct involving one or more of the following: (i) the substantial and continuing failure of the Vendor to render services to the NHA in accordance with the terms or requirements of this Agreement; (ii) disloyalty, gross negligence, willful misconduct, dishonesty, fraud or breach of fiduciary duty to NHA; (iii) deliberate disregard of the rules or policies of the NHA, which results in direct or indirect loss, damage or injury to NHA; (iv) the commission of an act which induces any other vendor, provider, or contractor to breach a contract with NHA.
2. **DUTIES OF VENDOR:** Vendor agrees to perform the services listed below and/or specified in the document entitled "Scope of Work," which is attached to this Agreement as **EXHIBIT "B"** and incorporated herein by reference.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Except as otherwise provided, Vendor shall furnish at Vendor's expense, all labor, services, and material for the completion of the work proposed to be done under this Agreement. Vendor will complete the same in a thorough, skillful and substantial manner in every respect to the satisfaction and approval of NHA, within the time specified in this Agreement and in strict accordance with the instructions and information contained in this Agreement and any documents attached and incorporated by reference, including without limitation the "Scope of Work" document attached as EXHIBIT "B".

3. COMPENSATION: Compensation for materials and services rendered will be paid after completion and satisfactory inspection by NHA. The payment(s) will be rendered based on the following schedule:

---

---

---

---

This compensation schedule shall be the full compensation to Vendor for products or services provided by Vendor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of work; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuance of the work; and for well and faithfully completing the work as provided in this Agreement.

4. CONTROLLING STATUS: Attached hereto as EXHIBIT "A" and incorporated herein by reference are the Assurances governing contracts between NHA and VENDOR for professional or technical services to NHA. The parties to this Agreement shall abide by those terms and conditions. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to be so inserted and the Agreement shall be read and enforced as though each were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application of either party.
5. PROFESSIONAL WORK: All work shall be performed in a workmanlike and professional manner by Vendor or Vendor's personnel having a level of skill in the area commensurate with the requirements of this Agreement to be performed. Vendor shall ensure its employees and contractors at all times observe any security and safety policies of NHA.
6. COMPLIANCE WITH LAWS: Vendor (including Vendor's employees, any subcontractors hired by Vendor, and any person doing or contracting to do any work contemplated by this Agreement) shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this Agreement, and shall indemnify NHA, its officers, agents

and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

7. **CERTIFICATES AND PERMITS:** Vendor shall secure at Vendor's own expense all necessary certificates and permits from any applicable governmental or administrative agency required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Vendor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any additional work performed by Vendor on behalf of NHA.
  
8. **INDEPENDENT CONTRACTOR:** Anything herein to the contrary notwithstanding, the parties hereby acknowledge and agree that NHA shall have no right to control the specific manner, means, or method by which Vendor performs the services called for by this Agreement. Rather, NHA shall be entitled only to direct Vendor with respect to the elements of services to be performed by Vendor and the results to be derived by NHA, to inform Vendor as to when and where such services shall be performed, and to review and assess the performance of such services by Vendor for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

**VENDOR IS AN INDEPENDENT CONTRACTOR. VENDOR AGREES TO DISCHARGE ALL OF ITS TAX AND OTHER LIABILITIES IN AN INDEPENDENT MANNER AND HOLD NHA HARMLESS THEREFROM.**

9. **COMPENSATION OF VENDOR'S PERSONNEL:** Vendor shall bear sole responsibility for payment of compensation to its personnel. Vendor shall pay and report, for all personnel assigned to NHA's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of Vendor. Vendor shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled. Vendor agrees to defend, indemnify and hold harmless NHA, NHA's officers, directors, employees and agents, and the administrators of NHA's benefit plans from and against any claims, liabilities or expenses relating to such compensation, tax, insurance or benefit matters; provided that NHA shall promptly notify Vendor of each such claim when and as it comes to NHA's attention, NHA shall cooperate with Vendor in the defense and resolution of such claim, and NHA shall not settle or otherwise dispose of such claim without Vendor's prior written consent, such consent not to be unreasonably withheld.
  
10. **FORCE MAJEURE:** Neither party shall be liable or considered in default under this Agreement when the delay of performance (including NHA's failure to pay Vendor's compensation as contemplated in this Agreement) is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of funding sources, suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war, provided the party

invoking this Section immediately provides notice thereof to the other and does everything reasonably possible to resume its performance thereunder.

11. ATTORNEY'S FEES: The prevailing party as to any disputes relating to this Agreement shall be entitled to recover from the unsuccessful party to this Agreement all costs, expenses and actual attorneys' fees relating to the enforcement or interpretation of, or any litigation or arbitration relating to, this Agreement. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and appeals; (2) contempt proceedings; (3) garnishment, levee, and debtor and third party examinations; (4) discovery; and (5) bankruptcy proceedings, including, without limitation, all motions, adversary proceedings and contested and uncontested matters in a case under Title 11 of the U.S. Code, where a party has appeared through counsel to protect its interests as a creditor under the Bankruptcy Code. This section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.
12. ENTIRE AGREEMENT OF THE PARTIES: This written terms and provisions of this Agreement and any documents attached and incorporated by reference, supercede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Vendor for NHA and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein or incorporated by reference, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
13. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
14. PARTIES IN INTEREST: This Agreement is enforceable only by Vendor and NHA. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to NHA's work, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
15. ASSIGNMENT: Vendor shall not subcontract any part of the services under this Agreement or assign any monies due Vendor under this Agreement without first obtaining the written consent of NHA. This Agreement shall inure to the benefit of and shall be binding on the parties and on their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement in whole or in part without the written consent of the other.

16. HEADINGS: The headings contained in this Agreement are for reference purposes only and shall not be used to interpret or construe the meaning of this Agreement's provisions.
17. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
18. GOVERNING LAW: This Agreement is governed and construed according to California law.
19. INDEMNIFICATION: Vendor hereby indemnifies and agrees to hold harmless NHA from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to any work or services performed by Vendor hereunder. NHA agrees to give Vendor prompt notice of any such claim, demand, or action and shall, to the extent NHA is not adversely affected, cooperate fully with Vendor in defense and settlement thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth above.

VENDOR:

NEIGHBORHOOD HOUSE ASSOCIATION

BY: \_\_\_\_\_  
Name:  
Title:

BY: \_\_\_\_\_  
Howard H. Carey, Ph.D.,  
NHA President & CEO

## EXHIBIT "A"

### ASSURANCES

The Vendor hereby assures and certifies that Vendor will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-102, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also the Vendor assures and certifies to NEIGHBORHOOD HOUSE ASSOCIATION that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the vendor to act in connection with the Agreement and to provide such additional information as may be required.
2. It will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. Contractor and each Subcontractor, if any, shall fully comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other Federal and State law and regulations hereinafter enacted.
4. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
5. Construction contracts awarded of more than \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction").
6. It will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 -1508, and 7324 - 7328), which limits the political activity of the employee.
7. Contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts involving the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5).
8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

9. Regarding all negotiated contracts excluding those for less than \$2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.