CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") is made as of the _____ day of _____, 20___ by and between _____, located at _____ ("Contractor") and _____, an individual whose address is _____ ("Consultant").

RECITALS:

A. Contractor has entered into Contract I.D. #_____ ("Contract") with the New York City Department of Youth and Community Development ("DYCD") to provide a youth or community development program ("Program") with a budget approved by DYCD.

B. The Contractor wishes to engage Consultant, an individual not otherwise employed by Contractor whose resume is attached in Appendix A, to perform certain Program services not otherwise performed by Contractor's paid or unpaid staff, as set forth in Section 2 below ("Services"), and Consultant is able and willing to provide the Services.

NOW, THEREFORE, the parties agree to be bound as follows:

AGREEMENTS:

1. **Term:** The Services shall be provided beginning _____ and ending _____ ("Term"), during the term of the Contract.

2. **Scope of Services:** Consultant shall provide the Services set forth in the Workscope, attached hereto as Appendix A, in accordance with all applicable terms and conditions of the Contract.

3. **Payment:** Subject to approval of this Agreement and the availability of Program budget funds, Contractor shall pay Consultant at the rate of $_____ per _____, not to exceed _____, for the Services.

4. **No Conflicts of Interest:** Neither the Consultant nor any member of the Consultant's immediate family is employed by Contractor or related by consanguinity, adoption, or affinity to any person engaged by Contractor in any management capacity, including as an officer or member of Contractor's board of directors.

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5. **Contractual Relationship:** Nothing in this Agreement shall create or imply a contractual or employment relationship between Consultant and DYCD or operate to impair the rights of DYCD under the Contract.

6. **Termination:** This Agreement will terminate:

    a.   After ten (10) days prior written notice by

         i. either party upon the failure of the other to perform as required by this Agreement, or

         ii. Contractor upon a reduction of the Program budget;

    b.   Immediately upon termination of the Contract.

7. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, or to vary any of the terms herein. Any waiver, modification, cancellation or replacement of this Agreement, or any of its provisions, must be agreed upon in writing by the parties and shall not be effective without the prior written approval of DYCD.

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IN WITNESS WHEREOF, the parties undersigned have executed the Consultant Agreement effective as of date and year first written above.

Contractor	**Consultant**

BY: _____   BY: _____

Signature of Authorized Agent	Signature of Consultant

_____   _____

Name (Print)	Name (Print)

_____   _____

Title (Print)	Social Security Number

_____   _____

Date	Date

Approved:

**Department of Youth and
Community Development**

BY**:**_____

_____

(print name)

Deputy Director,_____Unit

_____

Date

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STATE OF NEW YORK)
COUNTY OF _____) **ss:**

On this _____ day of _____ 20 ____, before me personally came _____ (Consultant), to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

_____
NOTARY PUBLIC

CORPORATE – WITH SEAL
STATE OF NEW YORK)
COUNTY OF _____)**ss:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the above instrument, that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
NOTARY PUBLIC

CORPORATE – WITHOUT SEAL
STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____ 20 ____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the foregoing agreement; that he/she signed his/her name thereto by order of the Board of Directors of said corporation, and that the corporation has no seal.

_____
NOTARY PUBLIC

UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)

COUNTY OF _____)**ss:**

On this _____ day of _____ 20 ____, before me personally came _____, to me and known to me to be the _____ of the unincorporated association described in and which executed the foregoing agreement; and who acknowledged to me that he/she executed the foregoing agreement on behalf of said unincorporated association.

_____
NOTARY PUBLIC

APPENDIX A WORKSCOPE

Consultant Name _____ _____

Address   _____ **State** _____ **Zip Code** _____

Contractor   _____ **Contract ID #** _____

Description of Services _____
_____
_____
_____
_____

Consultant Qualifications (attach resume):_____
_____
_____

Schedule (for each City fiscal year of the Agreement):

Service Period Start and End Dates	
No. Hours per Day	
No. Days per Week	
No. Weeks per Year	

Total Hours/Days/Weeks _____ **X Rate $**_____ **= Amount Due $** _____