

## 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.

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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

**Contractor**

**Consultant**

BY: \_\_\_\_\_  
Signature of Authorized Agent

BY: \_\_\_\_\_  
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**

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

<b>Consultant Name</b> _____
<b>Address</b> _____ <b>State</b> _____ <b>Zip Code</b> _____
<b>Contractor</b> _____ <b>Contract ID #</b> _____

**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	

<b>Total Hours/Days/Weeks</b> _____ <b>X Rate \$</b> _____ = <b>Amount Due \$</b> _____
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