

Subcontractor EIN # _____

SUBCONTRACT

This Subcontract (“Subcontract”) is made as of the ____ day of _____, 20__, by and between _____, located at _____ (“Contractor”), and _____, an organization located at _____ (“Subcontractor”).

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. Contractor wishes to engage Subcontractor, an organization separate from and independent of Contractor, to provide certain Program services not otherwise performed by Contractor’s paid or unpaid staff, as set forth in Section 2, below (“Services”), and Subcontractor is able and willing to provide the Services.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Contractor and Subcontractor hereby agree as follows:

- 1. **Term:** The services shall be provided during the term of the Contract, beginning _____ and ending _____ (“Term”).
- 2. **Scope of Services:** Subcontractor shall provide the Services described in Appendix A “Workscope,” attached hereto and made a part hereof, in accordance with all applicable provisions of the Contract, which are incorporated by reference herein.
- 3. **Payment:**
 - a. Subject to DYCD approval of this Subcontract, including Appendix B “Budget,” attached hereto and made a part hereof, and the availability of Program budget funds, Contractor shall pay Subcontractor as compensation for the Services an amount not to exceed _____ (“Budget Amount”).
 - b. Payments to Subcontractor shall be made on receipt by Contractor of timely, accurate, and complete invoices for actual costs of line items set forth in the Budget.

- 4. Representations and Warranties:**

 - a.** Subcontractor is a duly organized entity of sufficient fiscal and organizational capacity to perform the Services, with officers and a Board of Directors whose names and addresses are listed on Appendix C, attached hereto.
 - b.** No officer, director, or managerial employee of Subcontractor 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 relationship between DYCD and Subcontractor or operate to impair the rights of DYCD under the Contract.

- 6. Termination:** This Agreement will be terminated, suspended, or modified:

 - a.** After ten (10) days prior written notice by Contractor to Subcontractor if:

 - (i) in the sole judgment of Contractor or DYCD, Subcontractor has failed to perform in accordance with the terms and conditions of this Subcontract or the Contract, or
 - (ii) the Program budget is reduced;
 - b.** Immediately upon termination of the Contract.

- 7. Entire Agreement:** This Subcontract contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties or to vary any of the terms herein. Any waiver, alteration, modification, cancellation or replacement of this Subcontract must be agreed upon in writing by the parties and approved in writing, in advance, by DYCD.

IN WITNESS WHEREOF, the parties have executed the Subcontract on the date and year set opposite their respective authorized signatures.

Contractor:

_____ **Date** By: _____
(Signature)

(Print Name)

(Title)

Subcontractor:

_____ **Date** By: _____
(Signature)

(Print Name)

(Title)

Approved:

Department of Youth and Community Development

By: _____

(Print Name)
Assistant Commissioner (or designee)
_____ Unit
(Title)

(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 _____) 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 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

SUBCONTRACT AGREEMENT

APPENDIX A WORKSCOPE

Subcontractor _____
Address _____ State _____ Zip Code _____
Contractor _____ Contract ID # _____

Description of Services:

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

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

SUBCONTRACT AGREEMENT

APPENDIX B BUDGET

Name _____

Address _____

Telephone # _____ Fax # _____
Contact Person _____ Tel # _____

EIN _____ Contract ID # _____

Budget Period _____ Through _____

**TOTAL
BUDGET**

PERSONNEL SERVICES

Salaries and Wages _____
Fringe Benefits _____

NON-STAFF SERVICES _____

OTHER THAN PERSONNEL SERVICES

Consumable Supplies _____
Equipment Purchases _____
Equipment Other _____
Space Rental _____
Travel _____
Utilities and Telephone _____
Other Costs _____

Total Costs _____

