



The City of New York
Department of Youth and Community Development

156 William Street
New York, NY 10038
212-442-5900 Fax: 212-442-5998

Jeanne B. Mullgrav
Commissioner

Department No.: _____

Contract No.: _____

Term of Agreement: _____

Total Contract Amount: \$ _____

Name of Contractor: _____

Address: _____

Borough/Site: _____

Type of Service: Designated Program Type of Procurement: Discretionary

THIS AGREEMENT, effective as of the ____ day of _____, 20____, by and between The City of New York, acting through the Department of Youth and Community Development (“DYCD”), 156 William Street, New York, New York 10038 and _____ (“Contractor”) located at _____

WHEREAS, Contractor is a community-based not-for-profit organization or other public service organization; and

WHEREAS, Contractor relies on funding from various sources in order to support its operations; and

WHEREAS, the City Council has, pursuant to Section 1-02(e) of the Procurement Policy Board Rules, appropriated Discretionary Funds to be applied for the enhancement of the services Contractor provides; and

WHEREAS, Contractor is ready, willing and able to use these Discretionary Funds to enhance its services;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 TERM

The term of this Agreement shall be from July 1, 2010 through June 30, 2011. The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall provide services in the manner and at the levels set forth in the attached Exhibit A. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of the Contractor paid for through this Agreement.

ARTICLE 3 FINANCIAL PROVISIONS

A. Maximum Reimbursable Amount

The Maximum Reimbursable Amount for this Agreement shall not exceed \$_____ inclusive of out of pocket expenses, in accordance with the budget contained in the attached Exhibit A. No liability shall be incurred by the City beyond the amount of such monies.

B. Invoices

Invoices shall be submitted no more frequently than once every 30 days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to the Contractor a payment of its approved charges in accord with the deliverable budget contained in Exhibit A. The Department shall advance up to a maximum of one-sixth (1/6th) of the total contract amount in the initial payment. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the contract shall be contingent upon approval of the final report and bill by the Department.

C. Audit

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and the Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

A. Commercial General Liability Insurance

Contractor shall carry paid up commercial general liability insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence to protect the Department and the City of New York against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the statutory or common law negligence or any other acts of the Contractor, its employees, or otherwise. Such insurance shall be obtained from a company, or companies, that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior written approval is obtained from the Mayor's Office of Operations. Such policy or policies shall name the City, its officers and employees as Additional Insureds, and shall provide that in the event of cancellation the Department shall be notified at least thirty (30) days in advance of the cancellation, and shall provide that the carrier shall appear, defend and indemnify the Department and City, including the agents, servants and employees of the Department and City, in connection with all such claims, loss or damage. Prior to the effective date of the Agreement, the Contractor shall provide to the Department a Certificate of Insurance, in a form acceptable to the City, certifying the issuance and effectiveness of the required insurance policy. At the request of the Department, the Contractor shall deliver to the Department a copy of the required insurance policy.

B. Worker's Compensation and Disability Benefits

Contractor shall provide Workers' Compensation Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under this Agreement. In addition, pursuant to Section 57 of the New York State Workers' Compensation Law, the Contractor shall submit the required proof of workers' compensation and disability benefits coverage to the Department or shall submit the required proof that workers' compensation and/or disability insurance coverage are not applicable, prior to the effective date of this Agreement.

C. Unemployment Insurance

Unemployment insurance coverage shall be obtained and provided by the Contractor for its employees

D. Independent Contractor Status

Contractor and the Department agree that the Contractor is an independent contractor, and not an employee of the Department or the City of New York.

E. Employees of Contractor

All experts or consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

F. Indemnification

Contractor shall defend, hold harmless and indemnify the City from liability upon any and all claims of any kind on account of injuries or death to any person or damages to property on account of any negligence, intentional tort, or failure to comply with the terms of this Agreement by the Contractor, its officers, trustees, employees, agents, servants, or independent contractors.

ARTICLE 5 CONFLICTS

A. Procurement of Agreement

Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. Conflict of Interest

Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

ARTICLE 6 MISCELLANEOUS

A. Assignment/Subcontractors

This Agreement shall neither be assigned nor subcontracted by the Contractor in whole or in part without the prior express written consent of the Department.

B. Non-Discrimination

The Contractor agrees not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the New York City Administrative Code.

C. Compliance with Law

The Contractor shall render all services under this Agreement in accordance with the applicable provisions of federal, New York State and local laws, rules and regulations as are in effect at the time such services are rendered.

D. Retention of Records

Contractor shall maintain for six years, after the final payment or termination of this Agreement, whichever is later, copies of all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies to the Department upon request.

E. Conflict of Laws/Forum

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the federal or State courts located in the City and County of New York.

F. PPB Rules

This contract is subject to the Rules of the Procurement Policy Board of the City of New York, Rules of the City of New York (RCNY), Title 9, §1-01 et seq. In the event of a conflict between the PPB Rules and a provision of this Agreement, the Rules shall take precedence.

G. Additional Applicable Laws and Provisions

This contract is subject to the Investigations Clause and the additional provisions set forth in the attached Rider 1. In addition, the Contractor shall complete and execute the attached Tax Affirmation.

H. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

City Contact:

General Counsel Everett N. Hughes
New York City Department of Youth
and Community Development
156 William Street
New York, New York 10038

Contractor Contact:

I. Merger

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, 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 hereto, or to vary any of the terms contained herein.

ARTICLE 7 DISPUTE RESOLUTION

All disputes between the City and the supplier that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of Section 4-09 of the PPB Rules. The procedure for resolving all such disputes set forth in Section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this article and Section 4-09 of the PPB Rules shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

IN WITNESS WHEREOF, the parties undersigned executed this Agreement effective as of the day and year first written above.

**The City of New York Department
of Youth and Community Development**

BY:

Everett N. Hughes
General Counsel

Contractor

BY:

Authorized Agent

Name *(Print)*

Title *(Print)*

Date

IN WITNESS WHEREOF, the parties undersigned executed this Agreement effective as of the day and year first written above.

**The City of New York Department
of Youth and Community Development**

BY:

Everett N. Hughes
General Counsel

Contractor

BY:

Authorized Agent

Name (*Print*)

Title (*Print*)

Date

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of Youth and Community Development**

BY: _____

Everett N. Hughes
General Counsel

Contractor

BY: _____

Authorized Agent

Name (*Print*)

Title (*Print*)

Date

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

On this ____ day of _____ 20 ____, before me personally came Everett N. Hughes, General Counsel of the New York City Department of Youth and Community Development, 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

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

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

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

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NOTARY PUBLIC

AFFIRMATION

The undersigned Contractor affirms and declares that said contractor is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts except,

(If none, so state):

Full Name of Contractor: _____

Address: _____

City, State, Zip: _____

CHECK ONE (1) BOX AND INCLUDE APPROPRIATE NUMBER:

A. Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

_____ - _____ - _____

B. Partnership, Joint Venture or other Unincorporated Organization
EMPLOYER IDENTIFICATION NUMBER

C. CORPORATION
EMPLOYER IDENTIFICATION NUMBER

(Signature)

(Title)

If a corporation, place seal here

Must be signed by an officer or duly authorized representative

“Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in bidder’s disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City Contracts.”

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C. CORPORATION
EMPLOYER IDENTIFICATION NUMBER

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RIDER 1

ARTICLE 1

INVESTIGATIONS CLAUSE

A. The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. (1) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

(2) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 5 below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C(1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the contractor, or affecting the performance of this contract.

ARTICLE 2 FOR CONTRACTS OVER \$100,000: EQUAL EMPLOYMENT OPPORTUNITY: NEW YORK CITY ADMINISTRATIVE CODE §6-123; EXECUTIVE ORDER 50

A. This Agreement is subject to the requirements of New York City Administrative Code §6-123 and Executive Order No. 50 (1980) as revised ("E.O. 50") and the Rules and Regulations promulgated thereunder. No Contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this Contract, the Contractor agrees that it:

(1) will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, or sexual orientation with respect to all employment decisions including, but not limited to recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(2) the Contractor agrees that when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation or that it is an equal opportunity employer;

(3) will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation; or that it is an equal employment opportunity employer;

(4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

(5) will furnish all information and reports including an Employment Report before the award of the Contract which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Nothing contained in this section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, from limiting employment or giving preference to persons of the same religion or denomination or from making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

(1) disapproval of the Contractor;

(2) suspension or termination of the Agreement;

(3) declaring the Contractor in default; or

(4) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

C. The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

D. The Contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party, unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder.

ARTICLE 3 VOTER REGISTRATION: NEW YORK CITY CHARTER §1057-a

A. Participating Agencies

Pursuant to Section 1057-a of the Charter of the City of New York, participating City agencies are required to include in all new or renewed agreements with contractors having regular contact with the public in the daily administration of their business a mandate that they follow the guidelines of the Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; the community boards; the Department of Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Employment; the Department of Environmental Protection; the Department of Finance; the Department of Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Mental Health, Mental Retardation and Alcoholism Services; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor, if a contractor having regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

(1) The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

(2) The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with application, renewal or recertification for services and change of address relating to such services materials. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon request.

(3) The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form, via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a bank on that system where such a form may be downloaded.

(4) The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage paid New York City Board of Elections voter registration form to or with its application, renewal, recertification and change of address forms.

(5) The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the New York City or New York State Board of Elections.

(6) For the purposes of Part A of this article, the word "contractor" shall be deemed to include subcontractors having regular contract with the public in the daily administration of their business.

(7) The provisions of Part A of this article shall not apply to services that must be provided to prevent actual or potential danger to life, health or safety of any individual or of the public.

C. Assistance in Completing Forms

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

(2) In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

(3) If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

(4) The provision of Part B services by the Contractor may be subject to Department protocols, including one on confidentiality.

D. Required Statements

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

(2) No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

(3) The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

(4) The Contractor and the Contractor's employees shall not:

(a) seek to influence an applicant's political preference or party designation;

(b) display any political preference or party allegiance;

(c) make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote;

or
(d) make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this article are material conditions of this Agreement. In the event the Department receives information that the Contractor is in violation of the provisions of this article, the Department shall review such information and give the Contractor an opportunity to respond. If the Department finds that a violation has occurred, the Department shall have the right to terminate this Agreement and procure the services or work from another source in any manner the Department deems proper. In the event of such termination, the Contractor shall pay to the Department, or the Department in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the Department of completing performance of this Agreement either itself or by engaging another contractor or contractors.

ARTICLE 4 PARTICIPATION IN AN INTERNATIONAL BOYCOTT: NEW YORK CITY ADMINISTRATIVE CODE §6-114

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

C. The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

EXHIBIT A-1

**DESIGNATED PROGRAM SERVICES
OF FISCAL CONDUIT CONTRACTOR AND SUBCONTRACTOR(S)**

Obligations of Fiscal Conduit Contractor and Subcontractor(s)

1. Contractor shall receive and disburse Discretionary Funds to pay approved expenses of the Designated Program Services, upon approval by the Department of a Subcontract ("Subcontract") with the respective Subcontractor, in the form attached in Exhibit A-2, as set forth in Article 3 Financial Provisions of the Agreement and herein. The Maximum Reimbursable Amount may include (i) costs of insurance incurred by Contractor for Subcontractor(s), and (ii) fee(s) for administrative services in an amount not to exceed the lesser of five (5) percent of the Maximum Reimbursable Amount or five thousand dollars (\$5,000), as set forth on Exhibit A-1-a Fiscal Conduit Fees.
2. Contractor shall itself comply and ensure that each Subcontractor complies with the following requirements:
 - a. Contractor and each Subcontractor is a community based not-for-profit organization or other public service organization.
 - b. Designated Program Services reimbursed under this Agreement shall be of good quality, shall maximize the effectiveness of the Discretionary Funds awarded to them, and shall not be funded from any other public or private source.
 - c. Designated Program Services and the facility(s) in which they are provided shall have received, and shall maintain for the Term, all applicable certifications, licenses, permits, and governmental approvals.
 - d. Eligibility for or participation in Designated Program Services shall not be restricted on the basis of race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation.
 - e. Designated Program Services shall not be targeted to specialized populations based on race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation without written authorization by the Department to do so.
 - f. No fee shall be charged nor any other payment or purchase required as a condition of eligibility for or participation in Designated Program Services without written authorization of the Department to do so.
 - g. Designated Program Services shall be
 1. entirely non-sectarian and free of religious instruction or proselytizing; and
 2. totally devoid of lobbying or any partisan political activity.
 - h. Designated Program Services delivered in public or private schools:
 1. shall not be restricted to students who attend the school or their families;
 2. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
 3. shall be limited to out-of-school time activities or other proper public purposes; and
 4. shall be provided only at times other than the regularly scheduled school day.
3. Incidents shall be reported as follows:
 - a. Contractor will notify the Department of any injury to any participant, employee, volunteer, officer, visitor, or any other person which occurs in connection with the Designated Program Services and of any damage to any program site or any damage to or theft of equipment purchased with Discretionary Funds. Telephone notification must be given to the Department within twenty-four (24) hours of the incident, followed by a written report on the Department's Incident Report Form delivered to the Department within three (3) working days.
 - b. Contractor will notify the Department of any incident or allegation of abuse of a participant by any staff, paid or volunteer, of Contractor or any Subcontractor. The term "abuse" here means any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. This notification must be made by telephone to the Department immediately upon discovery, followed by a written report on the Department's Incident Report Form within three (3) working days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

EXHIBIT A-1-b		
FISCAL CONDUIT CONTRACTOR INFORMATION		
Primary Name:		
Additional Name:		
Name of Executive Director:		
Office Location (Street Address & Suite Number):		
City:	State:	Zip:
General Telephone (1):		
General Telephone (2)		
Mailing Address:		
City:	State:	Zip:
Contact Name/Title:		
Contact Telephone:		
Contact Fax:		
Contact Email:		

Board Chairperson Contact Information
Name:
Address:
Telephone Number:
Email Address:

EXHIBIT A-2
SUBCONTRACT

Subcontractor EIN # _____

SUBCONTRACT

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

Recitals:

- A. Fiscal Conduit 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. Fiscal Conduit wishes to engage Subcontractor, an organization separate from and independent of Fiscal Conduit, to provide certain Program services not otherwise performed by Fiscal Conduit'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, Fiscal Conduit 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 Subcontract Appendix I, 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 Subcontract Appendix II, Budget, attached hereto and made a part hereof, and the availability of Program budget funds, Fiscal Conduit 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 Fiscal Conduit 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 community-based not for profit organization or other public service organization with officers and a Board of Directors whose names and addresses are listed on Subcontract Appendix III, Board of Directors, attached hereto.
 - b. Subcontractor maintains sufficient fiscal and organizational capacity to perform the Services.
 - c. No officer, director, or managerial employee of Subcontractor is employed by Fiscal Conduit or related by consanguinity, adoption, or affinity to any person engaged by Fiscal Conduit in any management capacity, including as an officer or member of Fiscal Conduit'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 Fiscal Conduit to Subcontractor if:
 - (i) in the sole judgment of Fiscal Conduit 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.

APPENDICES

Subcontract Appendix I	Workscope
Subcontract Appendix II	Budget
Subcontract Appendix III	Board of Directors

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

Fiscal Conduit:

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

(Print Name)

(Title)

Subcontractor:

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

(Print Name)

(Title)

Approved:

Department of Youth and Community Development

By: _____

(Print Name)

(Title)

(Unit)

(Date)

INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____, 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 Appendix I Workscope

Subcontractor Information

Organization Name:		EIN#:	
Program Name:		Phone #:	
Contact Person:		Email:	
Site Address:			

Community Board _____ Council District _____ Citywide _____ Boroughwide _____

PROGRAM AREAS: Place an "X" next to all items that apply.

- General Support of Existing Programs (rather than a specific program or activity)
 - General Administration
 - Personnel Expenses
 - Utilities
 - Rent
 - Other (Please describe): _____

- Program Services for Youth (only during non-school hours)
 - Homework Assistance and Educational Activities
 - Recreational and Sports Activities
 - Cultural Activities
 - General Youth Development Activities (*e.g.*, service-learning, values development, relationship building, development of social competencies, asset building, conflict resolution)
 - Leadership Skills
 - Personnel Expenses
 - Other (Please describe): _____

- Community Development Services
 - Social Services (*e.g.*, mentoring, volunteering activities, peer counseling)
 - Immigration Services
 - Neighborhood Beautification (*e.g.*, neighborhood garden, park clean-up)
 - Self-help Activities (*e.g.*, helping schools, veterans' groups)
 - Personnel Expenses
 - Other (Please describe): _____

Enrollment and Activity Schedules

I. Programs providing regular, recurring services to clients/participants:

DEMOGRAPHICS: Indicate the # of clients/participants per:

Ethnicity	#	Age	#	Borough	#	Gender	#
White		0-4		Bronx		Male	
Black		5-9		Brooklyn		Female	
Hispanic		10-13		Manhattan			
Asian		14-15		Queens			
Native American		16-21		Staten Island			
Other		21+					

SCHEDULE:

Dates of Operation MM/DD/YY		Days of Week (e.g., M-F, Sa, Th)	
Hours of Day (e.g., 3-6pm)			

ENROLLMENT PLAN: Indicate the planned enrollment per quarter.

7/1-9/30	10/1-12/31	1/1-3/31	4/1-6/30	Total

TOTAL UNDUPLICATED ENROLLMENT: _____

II. Programs providing one-time, non-recurring services or activities:

ONE TIME EVENTS:

Date(s) of event: _____ Time: _____ Estimated Participants: _____

Location: _____

Department of Youth and Community Development Subcontract Appendix II Budget

Form Revised 12/08

DYCD ID #:

Budget Code:

Fiscal Conduit _____

Subcontract _____

Address: _____

Tel #: _____

Fax #: _____

Operating Period: _____

Through: _____

Account Code

Budget Category

1100	Salaries and Wages
1200	Fringe Benefits
1300	Central Insurance
2000	Non Staff Services
3000	OTPS
4000	Fiscal Conduit Fee

Budget Amount	Program Amount	Centrally Administered

TOTAL BUDGET AMOUNT

--	--	--

Description of Budget Categories:		
Code	Category	Description:
1100	Salaries and Wages	Employed staff
1200	Fringe Benefits	Includes Employers FICA, Unemployment Insurance, Medical and other related cost
1300	Central Insurance	Includes cost allocated to the Fiscal Conduit for enrollment in the Central Insurance Program. This is not reimbursable to Subcontractor or Fiscal Conduit.

2000	Non Staff Services	Includes costs such as Consultants programmatic in nature such as Coaches, Karate Instructors; In addition you may include Vendor Services which are non programmatic in nature such as Cleaning Services.
3000	OTPS	Includes costs such as Consumable Supplies, Equipment, Space Cost, Travel, Utilities, Telephone, Participant Cost, Postage, T-shirts, Uniforms, Admissions, Sports Equipment, Internet Usage, Food and refreshments etc.
4000	Fiscal Conduit Fee	Amount paid to Fiscal Conduit to administer this Agreement.

Salaries and Wages:

Title	Amount

Total

Note: Attach additional sheet if required

EXHIBIT A-3
FISCAL CONDUIT CONTRACTOR BUDGET