

FY 2023 Consultant Agreement

The Consultant Agreement template provided by DYCD contains standard provisions required for all consultants funded through a DYCD contract and is provided as a courtesy. Contractors may choose to use their own Consultant Agreement template but must include the same standard provisions as this DYCD template. Contractors who choose to use their own Consultant Agreement must receive prior approval from DYCD's legal department.

DYCD CONTRACT #

| ²⁰ | by | and | between | | | day of, whose, whose, whose |
|---------------|--------------------|------------------------------------|-----------------|----------------|----------------------|-----------------------------|
| | | , whos | | | | |
| addre | ess is | | | | | ("Consultant" |
| 101 11 | ie teriii or | · | .0 | <u> </u> | | |
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| | | Schedul | e (for each Cit | ty fiscal year | r of the Agreement): | |
| | | | | | Budgeted | |
| | | Service Period Start and End Dates | | | | |
| | | No. Hours per Day | | | | |
| | | No. Days per Week | | | | |
| | No. Weeks per Year | | | | | |
| | | | | | | |
| | Total Hours | /Days/Weeks | X F | Rate \$ | = Amount Due | \$ |
| | Total Hours | /Days/Weeks | X F | Rate \$ | = Amount Due | \$ |
| D. | | | X F | Rate \$ | = Amount Due | \$ |
| Desc | Total Hours | | X F | Rate \$ | = Amount Due | \$ |
| Desc | | | X F | Rate \$ | = Amount Due | \$ |
| Desc | | | X F | Rate \$ | = Amount Due | \$ |
| | ription of Serv | rices: | X F | Rate \$ | = Amount Due | \$ |
| | | rices: | X F | Rate \$ | = Amount Due | \$ |
| | ription of Serv | rices: | X F | Rate \$ | = Amount Due | \$ |

Terms and Conditions.

- 1. 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.
- 2. 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.
- **3. 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.
- **4. 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.
- **Scope of Services:** Consultant shall provide the Services set forth, in accordance with all applicable terms and conditions of the Contract.

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

| Date |
|------|
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| Date |
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