**SUB-AGREEMENT**

Lead Agency: 

Subcontractor: 

Project Title: 

Agreement Number: 

TABLE OF CONTENTS

 Section Number and Table Page

§101 Parties to the Agreement 3

§102 Representatives of the Parties and Service of Notices 3

§103 Independent Contractor 4

§104 Time of Performance 4

§105 Services to Be Provided by Contractor 4

§106 Compensation 5

§107 Claims for Labor and Materials 5

§108 Amendments to Agreement 6

§109 Permits and Licenses 6

§110 Prohibition Against Assignment 6

§111 Termination 6

§112 Incorporation of Lead Agency Contract 7

§113 Complete Agreement 7

§114 Number of Pages and Attachments 7

 Execution (Signature) Page 8

A G R E E M E N T

§101. Parties to the Agreement

 The parties to this Agreement are:

1. The Lead Agency, known as your agency name here

having its principal office at your agency address here

1. The Subcontractor, a nonprofit institution, incorporated under the

laws of the State of California and known as subcontractor name having its principal office at: subcontractor address

§102. Representatives to the Parties and Services of Notices

 The representatives of the respective parties who are authorized to

administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

A. The representative of the Lead Agency shall be, unless otherwise stated in the Agreement:

 NAME, title (such as Executive Director)

 Your agency address

B. The representative of the Subcontractor shall be:

NAME, title

Subcontractor address

1. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
2. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Subcontractor

The performance of the subcontractor’s services hereunder shall be in the capacity of an Independent Subcontractor. No employee of the Subcontractor has been, is, or shall be an employee of the Lead Agency by virtue of this Agreement, and the subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

§104. Time of Performance

The term of this Agreement shall commence on **DATE**, and end **DATE** any additional period of time as is required to complete any necessary close-out activities, provided that said term is subject to the provisions of §111 herein. Performance shall not commence until the Subcontractor has obtained City approval of the required Insurance.

§105. Services To Be Provided by the Subcontractor

(Use this Section to detail information on the numbers of unduplicated clients the Subcontractor will serve a description of the services to be provided, the units of measurable services and any provisions or conditions that apply during the term of this Agreement.)

§106. Compensation

1. The Lead Agency shall pay to the Subcontractor as compensation

for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed $0000, said payments to be in accordance with the City approved expenditure plan.

1. Payment for compensation shall be made in accordance with

procedures established by the Lead Agency.

1. Funding as set forth by the foregoing Subsection A is subject to

change in accordance with the availability of grant funds provided to the Subcontractor by the City and the Subcontractor, subject to

City approval, reserves the right to change the amount of compensation set forth herein accordingly.

1. It is understood that the Lead Agency makes no commitment to

fund this Agreement beyond the terms set herein.

§107. Claims for Labor and Materials

The Subcontractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any Lead Agency property (including reports, documents, and other tangible matter produced by the Subcontractor hereunder), against the Subcontractor’s rights to payments hereunder, or against the Lead Agency, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§108. Amendments to Agreement

 Any changes in the terms of this Agreement, including changes in the

scope of services to be performed by the Subcontractor and any increase

or decrease in the amount of compensation, shall be agreed to by the Lead

Agency and the Subcontractor, shall be incorporated into this Agreement

by a written amendment properly executed by both parties.

§109. Permits and Licenses

 The Subcontractor certifies to have all valid permits, licenses, certificates,

and other documents as are required by the State, County, The City of Los

Angeles or other governmental or regulatory body to legally engage in and

perform the services to be provided under this Agreement, including a valid California driver’s license. The Subcontractor represents to have obtained and presently holds the Business Tax Registration Certificate(s) required by the City’s Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). The Subcontractor shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

The Subcontractor further certifies to immediately notify the Lead Agency of any suspension, termination, lapses, non-renewals or restrictions of licenses, or certificates, or other documents which shall be cause for immediate termination of this Agreement.

§110. Prohibition Against Assignments

The Subcontractor shall not assign this Agreement nor assign or transfer any interest or obligation in this Agreement (whether by assignment or notation) without prior written consent of the Lead Agency.

§111. Termination

A. The parties agree that at any time during the term of this Agreement either Party may terminate this Agreement or any part hereof upon giving the other Party may least thirty (30) days written notice to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Subcontractor under this Agreement shall be disposed of according to City directives.

C. In the event the Subcontractor goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the Lead Agency

1. Upon satisfactory completion of all termination activities, the Lead Agency shall determine the total amount of compensation that shall be paid to the Subcontractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

§112. Incorporation of Lead Agency Contract

The parties agree that the contract between the Lead Agency and the City Agreement Number YOUR CONTRACT # with the city which is attached hereto and by this reference is incorporated herein, shall be binding upon the Subcontractor.

§113. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party small affect or modify any of the terms and conditions of this Agreement.

§114. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes NUMBER pages and NUMBER attachments which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives.

|  |  |  |
| --- | --- | --- |
| Executed this [# of day in month] Day of [Name of Month]of 20XX |  | Executed this [# of day in month] Day of [Name of Month]of 20XX |
|  |  |  |
| FOR: YOUR AGENCY NAME |  | FOR: SUBCONTRACTOR NAME |
|  |  |  |
|  |  |  |
|  |  |  |
| By: |  |  | By: |  |
|  | NAMETITLE |  |  | NAMETITLE |
|  |  |  |
|  |  |  |  |  |
| Attest: |  |  | Internal Revenue No. |  |
|  | NAMETITLE |  | City Business License: |  |
|  |  | Expiration Date: |  |