

**UPPER DELAWARE COUNCIL, INC.
STANDARD CONTRACT RIDER**

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. **DEFINITIONS:** Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- i. "Council" shall mean Upper Delaware Council, Inc.
- ii. "Members" shall mean Council members.
- iii. "Chairperson" shall mean annually elected Chairperson of the Council.
- iv. "Executive Director" shall mean the chief executive officer of the Council.
- v. "Commonwealth" shall mean Commonwealth of Pennsylvania.
- vi. "State" shall mean the State of New York.
- vii. "NPS" shall mean National Park Service and shall be the agency responsible for providing funding to the Council.
- viii. "Vendor" or "Grantee" shall mean the party who is required to perform services or supply goods to the Council pursuant to this contract.
- ix. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. **REPRESENTATIONS OF VENDOR:** The Vendor represents and warrants to the Council that:

- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State, Commonwealth or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor and its employees will be licensed or warrant that they will contract with persons who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Council has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
- viii. Vendor has disclosed, in writing, to the Council all facts relating to the representations herein made which are not as stated in this paragraph.

3. **PAYMENTS:** The Council shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.

- i. Payment shall be made as set forth in the annexed contract after submission to the Council by the Vendor of a Project Completion form with supporting documentation including voucher(s) prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Council.
- iii. Vendor shall supply such information as may be required by the Council for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.
- iv. Final payment will not be authorized until a final product is received and, if applicable, successfully reviewed and found to be in substantial conformance.

4. **APPROPRIATIONS:** If this contract is funded by a grant or contract between the Council and the State, Commonwealth or Federal governments or is otherwise subject to legislative appropriation, the Council shall not be liable beyond the funds authorized by such legislation or provided by the State, Commonwealth or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Council shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Council and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State, Commonwealth or Federal government as set forth in notice given by the Council to the Vendor to which the Vendor shall consent.

5. **PERFORMANCE OF THIS CONTRACT:** The performance of this contract will conform to the requirements of the NPS and its regulations. It is understood that funding to the Council by the State, Commonwealth and the NPS is contingent upon compliance with such requirements as may be imposed by the State, Commonwealth and NPS.

6. **SINGLE AUDIT PROVISIONS:** If applicable, a Vendor shall provide the Council with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Council. The audit shall be filed with the Council within six (6) months after the close of Vendor's fiscal year, but the Council may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

7. **AUDIT OF PAYMENT:** The Council (or any other agency or the State, Commonwealth or NPS) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Council to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Council prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Council to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Council. The right of the Council hereunder shall not be dependent upon the Council bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Council (or any other agency or the State, Commonwealth or NPS) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Council shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of a progress report and evaluation by the Council. The Vendor shall submit to the Council a brief written mid-term report due February 28, 2020. The Vendor hereby consents to the examination of Vendor's records and agrees to provide or permit the Council to examine or obtain copies of any documents relating to the performance of to this contract. The right of the Council hereunder shall not be dependent upon the Council bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends

9. NON-DISCRIMINATION:

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Council that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Council. The Vendor certifies to the Council that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Council.
- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. COMPLIANCE WITH LAWS AND REGULATIONS: The Vendor shall comply with all applicable Federal, State or Commonwealth laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Council will advise Vendor of references to or copies of all applicable regulations.

11. INSURANCE: Upon request, the Vendor shall provide to the Council at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Council and licensed to do business in the State or Commonwealth:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$500,000/\$1,000,000, naming the Council as an additional insured.
- ii. **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Council may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Council shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Council certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Council as an additional insured shall have the standard 10-day notice of cancellation provision which shall provide for notice of cancellation to be given to the Council. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Council may waive in writing compliance with ratings.

12. INDEMNIFICATION: The Vendor shall indemnify and hold harmless the Council, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Council, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be

performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Council, its officers, employees, agents. The Council shall give the Vendor notice of any claim or action filed by any person against the Council, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

13. **EVENTS OF DEFAULT:** The following events shall constitute an event of default:

- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
- ii. If projects involving the development or revision of zoning laws, plans, or ordinances are found to NOT substantially conform with the Land and Water Use Guidelines, the town or township must work with the UDC to bring them into compliance before award of final payment. If zoning laws, plans or ordinances are adopted that are not in substantial conformance, repayment of the full amount of grant funding will be required.
- iii. The failure of the Vendor to perform any term, provision or covenant of this contract.
- iv. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- v. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- vi. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vii. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- viii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- ix. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

14. **REMEDIES:**

- i. If the Vendor shall be in default under this contract, the Council at its option may:
 - (1) Terminate this contract. The Council shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Council to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Council.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Council to enforce the provisions of this contract.(6) The remedies provided to the Council are cumulative.
- ii. If the Council shall be in default under this contract, the Vendor may seek recovery of any monies due the Vendor provided, however, that in the event that the Council shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Council that Vendor shall have paid such amounts so claimed by the Council.
- iii. The Council may procure, upon such terms and in such manner as the Council may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Council for any excess costs for such similar supplies or services.

15. **NOTICES:** Notices required by this contract to be sent by one party to the other shall be sent by the Council to the Vendor at the address set forth herein and by the Vendor to the Council at PO Box 192, Narrowsburg, New York 12764. Notices shall be

mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16. **BINDING NATURE:** This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Council. The Vendor shall not assign the payment of any monies due under this contract.

17. **AMENDMENT:** This contract may be modified only in writing.

18. **ADDITIONAL RIDERS AND APPENDICES:** Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19. **FACSIMILE SIGNATURES AND TRANSMISSION:** This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile or electronic transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile or electronic transmission.

20. **REQUIRED IDENTIFICATION OF GRANT:** If this “Standard Contract Rider” is part of a grant contract, the Grantee shall place on the cover or title page of the report, document or other work product resulting from the grant a copy of the logo of the Upper Delaware Council, Inc., and in immediate proximity to such logo the following statement: “This project was assisted by a grant from the Upper Delaware Council, Narrowsburg, New York 12764.” The logo and statement as shown on the form attached, if copied on such documents, shall be deemed sufficient compliance with this provision. The attribution materials are available under the Grants page at www.upperdelawarecouncil.org.