

AGREEMENT

THIS AGREEMENT, entered into this 24th day of April, 2014, by and between the COUNTY OF LUZERNE, PENNSYLVANIA, hereinafter referred to as "County," and Abstract Resources, Inc., hereinafter referred to as "Title Searcher

WHEREAS, the County is funding the acquisition and demolition of properties that were damaged by Tropical Storm Lee in September 2011 as part of the Community Development Block Grant – Disaster Recovery Buyout Program; and

WHEREAS, the County is desirous of retaining an Title Searcher to perform certain services, which Title Searcher is desirous of performing.

NOW, THEREFORE, the County and Title Searcher, intending to legally bound hereby, agree as follows:

1. Title Searcher agrees to provide title searches when specifically requested by it in writing.
2. Title Searcher will be required to comply with all the requirements contained in the Scope of Work that is contained in the Request for Proposals for Title Search Services, dated March 18, 2014 attached hereto and marked "Exhibit "A".
3. The term "parcel" as used herein means any contiguous tract of land in the same ownership whether such tract consists of one or more platted lots or a fraction part thereof.
4. It is understood that the time within which the work is to be performed is of primary importance and the essence of this contract. The Title Searcher will proceed with the work hereunder in such sequence and order as to the different parcels as requested, in writing, direct and will furnish and deliver the appraisal reports as soon as completed, and in compliance with the schedule contained in the Scope of Work.
5. The performance of services or acceptance of the appraisal reports required hereunder shall not relieve the Title Searcher from obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied by the Title Searcher or demand without cost to the County.

6. For the purpose of this contract, the contact person shall be the consultant for the municipality in which the Title Search is performed.
7. The Municipality shall furnish a map or plat of the project Area and the current deed of the parcels. On such map reports the numbers used shall correspond with numbers shown on the map or plat of the Project Area furnished by the Municipality. The Municipality shall also furnish the tract ownership data required to be included in the appraisal report.
8. If the Municipality desires to include any additional parcels the Title Searcher will, if requested, in writing, prior to completion of work hereunder, perform the same services as herein set forth in connection with such additional parcels at the rate established per parcel and otherwise upon the same conditions as herein set forth.
9. The Municipality may at any time by notice in writing to the Title Searcher exclude any parcel or parcels from the operation of this contract and in such event equitable adjustment shall be made for all work completed and accepted prior to such exclusion and for any substantial amount of work of service performed to the date of such exclusion but not in such form that it can be accepted by the Municipality.
10. The Title Searcher agrees that his report and conclusions are for the confidential information of the County/Municipality and that he will not disclose his conclusions, in whole or in part, to any person whatsoever, other than to submit his written report to the County/Municipality, and will only discuss the same with it or its authorized representatives.
11. As an inducement to the execution of the agreement by the County, the Title Searcher represents and agrees that the Title Searcher has not employed any person to solicit or procure this contract, and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of the contract; and that the Title Searcher has not now, and will not acquire, any interest including that of real estate agent or broker, direct or indirect, present or

prospective, in any of the parcels in the Project Area prior to acquisition of all of the parcels by the Authority; and has not employed and will not employ in connection with the work to be performed hereunder any person having any such interest during the term of this contract either directly or indirectly.

12. During the performance of this contract, the Title Searcher agrees as follows:
 - a. The Title Searcher will not discriminate against any employee or applicant for employment because of race, creed, color, disability or national origin. The Title Searcher will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Title Searcher agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause.
 - b. The Title Searcher will, in all solicitations or advertisements for employees placed by or on behalf of the Title Searcher; state that all qualified applicants will receive consideration for employment without regard for employment without regard to race, creed, and color, disability or national origin.
 - c. The Title Searcher will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. No member of the County or its agents shall participate in any decision relating to this contract which affects' his or her personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; not shall any member, officer, agent, or employee of the Authority have any interest direct or indirect in his contract or the proceeds thereof.
14. Title Searcher shall be paid on the basis of the schedule of rates for actual services authorized, rendered and performed under this Agreement. The schedule of rates is attached hereto and marked Exhibit "B." Invoices shall be submitted to the Municipality upon completion of each individual appraisal. All invoices are due and payable within thirty (30) days of their receipt.
15. Title Searcher shall obtain errors and omissions liability coverage in the minimum amount of One Million (\$1,000,000.00) Dollars, which must be maintained during the term of this Agreement. Proof of coverage must be submitted and approved prior to the commencement of work hereunder. Title Searcher shall indemnify and hold the County/Municipality, and its property, harmless from any claims, losses, damages, injuries, and liabilities arising from the performance of services under this contract by the Title Searcher, or his or her agents or employees.
16. This Agreement is subject to and incorporates herein the provisions attached hereto and marked Exhibit "C."
17. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated to any other person or entity by either party without the express written consent of the other.
18. Should any dispute arise between the parties concerning this contract or the rights and duties of either in relation thereto, the dispute shall be settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time a demand for arbitration is filed with that Association. Either party may file, in a manner provided by the Rules of the Association, a demand for

arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to dispute such sums, costs, expenses and attorney's fees, as the arbitrator to arbitrators may deem proper.

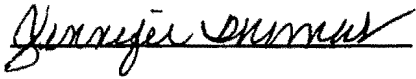
19. This Agreement may be terminated by either party at any time, either with or without cause, by giving ten (10) days prior written notice of termination to the other party. The termination shall be effective ten (10) days after receipt of notice. The County shall have the benefit of such work as it may have been completed up to the time of such termination and with respect to any part, which shall have been delivered to and accepted by the County there shall be an equitable adjustment of compensation.
20. Any notices or other communications required by this contract or by law to be served on, given to or delivered to either party, by the other party, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed, or in lieu of personal service, when deposited in the United States mail, first class postage pre-paid addressed to Andrew D. Reilly, Executive Director, Luzerne County Community Development, 54 West Union St., Wilkes-Barre, PA 18701 and to Abstract Resources, Inc. at 143 North Main St., Shavertown, PA 18708. Either party may change its address by giving written notice of the change to the other in the manner provided in this paragraph.
21. This instrument constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect. This Agreement may be amended only by written instrument, which is duly executed by both parties.


22. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties and the parties agree to be legally bound hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

WITNESS:

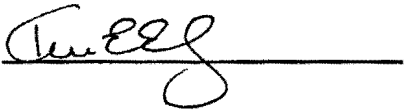
LUZERNE COUNTY



BY: 
Robert C. Lawton, County Manager

ATTEST:

Abstract Resources, Inc.




BY: 

Exhibit "A"

**SCOPE OF WORK
COMPLETE TITLE SERVICES
LUZERNE COUNTY PENNSYLVANIA**

SCOPE:

A. TITLE SEARCHES

- a. The title search reports are to be prepared in compliance with standard title search requirements with a sixty (60) year time frame. The work will consist of an original title search.
- b. The reports shall include the following information:
 1. Deed Copy – Include an official copy of the most recent deed with county recording stamp and date.
 2. Legal Description – Full property legal description.
 3. Mortgage Search – Mortgage abstract will list open mortgage with mortgage lender information including amounts of mortgages, dates and any subordinations, assignments and modifications thereto. Mortgages will be listed in order of apparent priority (first mortgage, second mortgage, etc.)
 4. Equity Loan Search – Report of equity loans (HELOC's) and credit lines against the property setting forth the same information as contained in Item 3 above.
 5. Tax Payment Search – Detail of tax assessor account with amounts and dates of payments and delinquent payments due.
 6. Foreclosure Search – Report on foreclosure status listing any *lis pendens*, notice of default (NOD's), and orders to sell under power.
 7. Bankruptcy Search.
 8. Civil Court Records Search - Report on civil court records found to be recorded against the land records of the property.
 9. Mechanics lien search
 10. Judgment lien search
 11. Tax lien search
 12. Municipal services lien
 13. Child support lien search - Searches for liens of delinquent child support payments.
 14. United States Treasury/IRS lien search -
 15. County name index search - All owners names are run against the county name index for hits on records recorded for the property.
 16. State tax search including Pennsylvania Department of Revenue and Pennsylvania Department of Labor and Industry
 17. Property easement search
 18. Title abstract document - An official abstract document is provided, not just a deed report.
 19. Default Notice Search - Lists default notices recorded for the owners.

20. Spousal Support Lien Search - Encumbrances for delinquencies of spousal support, alimony, or other court required payments.
21. Tax Assessor Report – Include Tax Assessment Notice.
22. Ownership Structure - Report on the listed ownership structure, joint tenants, individual, corporate, tenants in common, etc.
23. Plat/survey map - Copy of the official county survey, if recorded.
24. Voluntary liens.
25. Property Identification number (PIN).
26. Bail Bond Lien
27. Levy on property.
28. Power of attorney
29. Property restrictions.
30. Special assessment
31. Release of Liens.
32. Trust Agreement
33. UCC Filing -
34. Leases
35. Option to Purchase
36. Corrective Deed - In the event an error existed on a prior deed, a corrective deed can be used to rectify the error.
37. Right of Way

B. TITLE SERVICES

- a. Services to be provided, for properties being acquired include title search (bringdown) and commitment; escrow and closing; and issuance of title insurance policies. Closings will be held in the offices of the municipality.
 1. The title insurance policy shall be on the ALTA Owner's Policy Form;
 2. The Municipality will be the named insured;
 3. Prepare a HUD-1.
 4. A detailed breakdown of tax information is required;
 5. The Municipality will pay the costs of closing;
 6. The seller will pay only those costs necessary to clear the title;
 7. A copy of the Sellers Affidavit.
 8. Prepare 1099's, if applicable.
 9. A copy of each referenced plat, easement and out conveyance is required;
 10. The amount of the final policy will vary and will be based on the current rates filed with the Pennsylvania Department of Insurance;
 11. The Title Services Company will prepare the conveyance deeds and the Municipal Solicitor shall review them to ensure that the proposed deeds meet all statutory requirements;
 12. The Municipality will provide copies of the Agreements for Sale executed by the sellers;
 13. Provide the binder within twenty (20) days from your receipt of a signed Agreement for Sale.

PROPERTY LOCATION:

All properties are located in Luzerne County, Pennsylvania.

ORIGINALS/COPIES:

A. TITLE SEARCHES

Two bound originals with original signatures for each property of all pertinent documents found in the chain of title. Additionally a CD with all exhibits in the order of the title search must be forwarded with the bound reports.

B. TITLE SERVICES

The closing documents will include original recorded deed, original signed title insurance policy, owner's affidavit, HUD-1, Disbursement Sheet; copies of all cancelled checks, copy of municipal settlement check, 1099, if applicable, and copies of all backup documentation. Additionally a CD with all exhibits must be forwarded upon receipt of all above referenced items.

SUPPLIED MATERIAL:

A. The following materials will be supplied with the Scope of Work

- i. A complete listing of all properties requiring title searches.

DELIVERY:

The Contractor agrees to submit to Luzerne County a draft of one of the title search reports for an In Progress Review (IPR) on or before the 3rd calendar day following the official notice to proceed.

The Contractor agrees to submit the completed reports and all copies to Luzerne County as follows:

All title searches within 3 business days after the official notice to proceed at the rate of 20 per week.

POINT OF CONTACT:

Mr. Andrew D. Reilly
Executive Director

PLACE OF DELIVERY:

Luzerne County Office of Community Development
54 West Union St.
Wilkes-Barre, PA 18701

CONFERENCES:

Contractor shall make himself/herself available for conferences, ether by phone, at the office of the contractor, at the subject sites, or the office of Luzerne County. Said conferences are without additional cost to the contract.

REVIEW PROCESS:

The primary goal of the review process is to check for compliance with all necessary regulations and each applicable item must be satisfactorily completed in order for any title search to be approved

PAYMENT:

The sum set out in the contract for the title services shall constitute full payment to the contractor and .shall include costs of all supplies, material, equipment and transportation incidental to providing the services. The contract price shall be due and payable for acceptable title services in toto upon delivery and acceptance of such services accompanied by a properly certified invoice.

PROPOSAL:

A. TITLE SEARCHES

Title Search (Cost per Property(PIN)) \$ _____

Price in words: _____

B. TITLE SERVICES

Title Services (Cost per Property Address) \$ _____

Price in words: _____

Credit for Title Search (Cost per Property(PIN))\$ _____

Exhibit "B"

ABSTRACT RESOURCES INC.

Title searches: Fees to be charged:

Including copies of required documents

(2) search originals and (1) CD : \$200.00 each

To be delivered at the rate of 20 searches per week.

Title Services

Provide title insurance in the amount of buyout figure for each property to be acquired by Municipality taking record title.

This includes the following:

- 1) Bring down of record title for intervening liens.
- 2) Calling/writing local taxing and sewer authorities for current outstanding fees.
Calling/writing Lien holders for payoffs. Seller will pay all items required to provide clear title to Municipality.
- 3) Preparing HUD-1 settlement statement reflecting all items to be paid, recording fees for deed to convey premises. Taxes, sewer and garbage will be prorated as of the date of closing and a detailed statement of information (within the disbursement statement) to be provided.
- 4) Prepare deed from record owner to purchaser. Prepare Seller's/Owners Affidavit for First American Title Insurance Company and 1099s, if applicable.
- 5) Conduct "closing" at mutually agreeable place for Seller and Buyer to facilitate seamless transition of title.
- 6) Mail- either USPS, UPS or wire payoffs and liens to give purchaser clear title.
- 7) Record deed electronically at Luzerne County Recorder of Deeds
- 8) Perform bring down before recording for any additional liens.
- 9) Provide ALTA Owners title insurance policy to Municipality as record title owner.

If title searches have been performed by Abstract Resources Inc. for any of the properties, full credit will be given for the fee paid towards the title insurance fee.

Preparation of the deed to convey the premises is a standard requirement customarily paid by the Seller. The Scope of the Work provides for the Municipality to pay the cost. This fee is \$100 as prepared by our office. The deed, HUD-1, title commitment to insure and disbursement

ABSTRACT RESOURCES INC.

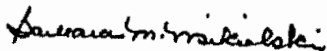
statement showing all items to be paid will be provided in advance of closing to the Solicitor and Municipality for review.

Fees to be charged:

Title insurance to be underwritten through First American Title Insurance Company. Its title insurance rates are filed with the Insurance Department of the Commonwealth of PA. A rate calculator is available at: www.firstam.com. Your smart phone can download an app at <http://facc.firstam.com>. Rate charts are also attached to this application.

Recording fees are set by the County. A standard deed recording fee is \$55 for the first 4 pages, \$2.00 per page additional. Additional parcels are \$.50 and PINs are \$.50. The Assessment Office charges a fee of \$20.00 per PIN associated with this property. The fee to record electronically is \$4.50 per document. If transfer tax is required, it is on the consideration of the deed, payable at the rate determined by the location of the property.

Sincerely,



Barbara M. Mikielski

President

Abstract Resources Inc.

CONTRACTS FOR PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. Termination for Convenience of Public Body. The Public Body may terminate this Contract any time by a notice in writing from the Public Body to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1. hereof relative to termination shall apply.

3. Changes. The Public Body may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor, shall be incorporated in written amendments to this Contract.

4. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

5. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Public Body; provided, however, that claims for money due or to become due the Contractor from the Public Body under this Contract may be assigned to a bank, Trust Company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Public Body.

6. Audit. The Public Body, the Department of Housing and Urban Development, the HUD Office of Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

7. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the

HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides: "Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. *The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by, persons residing within the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary, in which the project is located.*
- B. *The parties to the contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR ----, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.*
- C. *The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers= representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.*
- D. *The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR ----. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR ---- and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.*
- E. *Compliance with the provisions of Section 3, the regulations set forth in 24CFR ----, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135."*

The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this agreement.

8. Equal Employment Opportunity for Activities and Contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or familial status. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, or familial status. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or familial status. The Contractor shall incorporate the foregoing requirements of this paragraph in all subcontracts for program work.

9. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement in excess of \$100,000 agree to the following requirements:

- 1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violation Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder.
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4) Agreement by the Contractor that will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

10. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials. No member, officer or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

12. Prohibition Against Payments of Bonus or Commission. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

13. American with Disabilities Act. The contractor is hereby made aware that any building or facility (other than privately owned residential structure) designed, constructed, or altered with funds made available under the Community Development Block Grant Program, shall comply with the requirements of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

14. National Flood Insurance Program. The contractor is hereby made aware that projects assisted through the Community Development Block Grant Program shall comply with the Federal Disaster Protection Act of 1973. Under the Act, no Federal Agency or Office shall approve any financial assistance for acquisition or construction purposes as defined under section 3 (a) of the said Act, on and after July 1, 1975, (or one year after a community has been formally notified of its identification as a community contained in an area of special flood hazard, whichever is later) for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such an area is situated is then participating in the National Flood Insurance Program.

15. Retention of Records. Financial records, supporting documents, statistical records, the environmental review records required by 24 CFR 58.11, and all other records pertinent to the grant program shall be retained by the recipient for a period of four years from the date of the submission of the annual performance report.

16. Reasonable Compensation to Employees. No person employed by the Contractor for personal services under this contract shall receive more than a reasonable rate of compensation, which in any event on a daily basis shall not exceed the maximum daily rate of compensation for GS-18 as established by federal law. If an audit or monitoring review indicates that the rates of compensation paid to any person working under this contract were not reasonable or exceeded the maximum daily rate for a GS-18, the Public Body shall be entitled to recapture the unreasonable portion of the daily rate or such amount which exceeds the GS-18 daily rate.

17. Energy Efficiency Standards. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).