

COOPERATION AGREEMENT
BY AND BETWEEN
NATIONAL MUSEUM OF INDUSTRIAL HISTORY
AND
REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM
FOR
LOCAL SHARE ACCOUNT PROGRAM FUNDS – 2019 AWARD

THIS AGREEMENT, entered into this ____ day of _____, 20____ by and between the NATIONAL MUSEUM OF INDUSTRIAL HISTORY, with its principal office located at 511 East Third Street, Suite 270, Bethlehem, PA, 18015 (hereinafter referred to as “NMIH”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a stated incorporated government redevelopment authority with the powers vested by Pennsylvania Redevelopment Authority law, with its principal office located at 10 East Church Street, Bethlehem, PA 18018 (hereinafter referred to as “RDA”).

WHEREAS, Section 1403 of the Act of July 5, 2004 (P.L. 572, No. 71), known as the PA Race Horse Development and Gaming Act (the “Act”), as amended by the Act of November 1, 2006 (P.L. 1243, No. 135) and the Act of January 7, 2010 (P.L. __, No. 1), authorizes the Commonwealth Financing Authority (hereinafter referred to as “CFA”) to make direct grants to the municipalities, counties, economic development authorities, redevelopment authorities and other eligible entities located within counties of the third class and counties of the fifth through eighth class for eligible activities based upon the category of licensed facility, the type of racetrack at the licensed facility, and the county classification; and

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania has appropriated funds to the CFA to carry out the provisions of the Act through the Local Share Account Program (“LSA Program”);

WHEREAS, the RDA submitted a request to the Commonwealth requesting LSA Program funding, on behalf of NMIH for construction and engineering costs associated with the relocation of the Steelworkers Veterans Memorial (hereinafter referred to as “Project”) located in the City of Bethlehem, County of Northampton, Pennsylvania; and

WHEREAS, the RDA was awarded \$25,000 of LSA Program funding in support of the Project as detailed in the LSA Program funding request; and

WHEREAS, the RDA wishes to engage NMIH to manage the relocation of the Steelworker Veterans Memorial to the Outdoor Demonstration and Artifact Park at the NMIH site; and

NOW, THEREFORE, it is agreed between the RDA and NMIH (hereinafter referred to as “Parties”) that for services and valuable consideration that:

SECTION 1 – SCOPE OF SERVICE

A. ACTIVITIES

1. PROJECT DESCRIPTION

The RDA will allocate \$25,000 from its LSA Program grant award to NMIH to be used for the relocation of the Steelworkers Veterans Memorial to the Outdoor Demonstration and Artifact Park at the NMIH site (hereinafter referred to as “Project”) as detailed in the LSA funding request.

The LSA Program grant funds the RDA received have been designated to reimburse NMIH for costs associated with the dismantling / moving / installation of the memorial from its existing site to its new location as well as for foundation, construction, design/engineering, contingency and other costs associated with this Project.

2. ELIGIBLE COSTS

NMIH will be responsible for managing and providing oversight to the relocation of the Steelworkers Veterans Memorial. The funds allocated to NMIH for this project under this agreement will reimburse NMIH for the following eligible costs:

- a. Dismantling the Memorial from its existing location in South Bethlehem;
- b. Moving the Memorial from its existing location to its new location at the Outdoor Demonstration and Artifact Yard at the NMIH site;
- c. Installing the Memorial on a new foundation at the NMIH site;
- d. Foundation work at the NMIH site, including, but not limited to, excavation and installation of a new concrete footer and finished foundation for the Memorial at the NMIH site;
- e. Design / Engineering professional service fees associated with the Project;
- f. Construction Contingency and other costs as may be required as part of this Project.

3. PROJECT RESPONSIBILITIES

Under this Agreement, NMIH will assume all responsibilities for the pre-construction and construction aspects of the Project and the RDA will assume all responsibilities for the financial aspects of the grant funds. Together the Parties will ensure compliance to the Commonwealth requirements, as detailed in the grant contract, as applicable to each Party. Responsibility details for each party are as follows:

NMIH will provide the following duties as part of this Cooperation Agreement:

- a. Prepare all work specifications at NMIH and/or in consultation with professional service providers as may be necessary;
- b. Execute bidding process in accordance with public bidding requirements, including copies of advertisement and bid tabulation;
- c. Enter into Construction Contracts and ensure contractor compliance with all permit, insurance and bonding requirements;
- d. Manage relocation process of Steelworkers Veterans Memorial from its existing location to its new location at the Outdoor Demonstration and Artifact Yard at the NMIH site;
- e. Process invoices from Construction Contracts and pay contractors for acceptable work done with either incremental or full payments as deemed appropriate;
- f. Submit requests for reimbursement to RDA for construction costs. Such requests must include copies of invoices, complete AIA certification for payment forms, receipts, canceled checks and other documentation as may be required;
- g. Cooperatively work with RDA on an as-needed basis when monitoring and/or audit of funds occurs, including access to Project files as may be needed; and
- h. Maintain all records pertaining to project for a minimum of five (5) years from the grant close-out date as provided to NMIH by the RDA. In the event there are unresolved issues, maintaining the records until all pending matters are resolved will be required or for the five (5) years, whichever is longer.

RDA will provide the following duties as part of this Cooperation Agreement:

- a. Monitor status of work specification, bidding process, pre-construction and construction aspects of Project;
- b. Process reimbursement requests, including verification of receipt of all supporting documentation, to ensure timely payment to NMIH;
- c. Comply with all reporting requirements as detailed in the grant contract;
- d. Comply with all grant close-out requirements as detailed in the grant contract; and
- e. Maintain all financial, construction, and other documents as may be applicable for a minimum of five (5) years from the grant close-out date. In the event there are any unresolved issues, maintaining the records until all pending matters are resolved will be required or for the five (5) years, whichever is longer.

B. STAFFING

Any changes to the Key Personnel assigned, or to their general responsibilities, under this project require notification to the other party. Such notification should be made to the RDA and/or NMIH at their principal business location as indicated on page 1 of this Agreement.

C. PROJECT MONITORING

NMIH will conduct progress inspections of work completed to ensure compliance to the terms of the LSA Program Grant Contract as well as to protect its interests as a project manager. NMIH will provide information to the RDA regarding progress inspections.

While compliance to the terms of the LSA Program Grant Contract are the responsibility of the RDA, NMIH agrees to cooperate with the RDA regarding Project specific compliance matters as well as by providing access to records in the event of any grant monitoring or auditing involving this Project and these grant funds.

SECTION 2 – TIME OF PERFORMANCE

Services by NMIH under this agreement shall start as of the CFA approval date of May 22, 2019, with the Project completed and all funds expended no later than June 30, 2022. The term of this Agreement and the provisions herein may not be extended beyond the terms of the LSA Grant Contract.

Timely performance of the work specified in this agreement is an integral and essential part of performance. The expenditure of these funds is subject to the guidelines provided in the LSA Program Grant Contract between the RDA and the Commonwealth of Pennsylvania. By acceptance and execution of this Agreement, it is understood and agreed by NMIH that the Project will be completed as expeditiously as possible and that NMIH will make every effort to ensure that the project funds will be spent as efficiently as possible.

In the event NMIH is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the RDA and other governmental authorities having jurisdiction over the Project, or any other delays that are not caused by NMIH, the RDA may be authorized to grant a reasonable extension of time for completion of project. Any extension of time beyond the June 30, 2022 grant activity date per the LSA Program Grant Contract will require the review, evaluation and approval of the CFA of the Commonwealth of Pennsylvania.

It shall be the responsibility of NMIH to notify the RDA promptly in writing whenever a delay is anticipated or experienced, and to inform the RDA of all facts and details related to the delay.

SECTION 3 – SCOPE OF WORK

Costs eligible for reimbursement under this LSA Program include: Dismantling the Memorial from its existing location in South Bethlehem; Moving the Memorial from its existing location to its new location at the Outdoor Demonstration and Artifact Yard at the NMIH site; Installing the Memorial on a new foundation at the NMIH site; Foundation work at the NMIH site, including, but not limited to, excavation and installation of a new concrete footer and finished foundation for the Memorial at the NMIH site; Design / Engineering professional service fees associated with the Project; and Construction Contingency costs, and other costs as may be required as part of this Project.

NMIH will ensure renovations are done in compliance to applicable construction requirements. The RDA will reimburse NMIH for Project costs upon receipt of such request which are accompanied by supporting receipts, invoices, and copies of canceled checks having paid such costs. The NMIH will administer the payment for this work to ensure compliance with the terms of the LSA Program grant funding contract.

SECTION 4 – REIMBURSEMENT OF EXPENSES

NMIH shall request reimbursement from the RDA for approved costs of the project. All such costs, including activities contributed by the NMIH or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

- A. NMIH shall submit a request for reimbursement for eligible expenses incurred no more frequently than monthly. All payment requests shall be submitted to the RDA via email (HBambu@bethlehem-pa.gov) or regular mail at the business address indicated on Page 1 of this Agreement.

- B. NMIH shall provide documentation of Project eligible costs paid, including invoices and/or complete AIA certification for payment forms, receipts, and copies of canceled checks showing payment of such costs.
- C. Approval of any request for reimbursement is conditional upon the submission of all required documentation, inspection and approval of work performed, including but not limited to progress reports as may be required by the RDA.
- D. The RDA shall review all requests for reimbursement and as long as each request conforms to the terms and intent of this Agreement, the RDA shall reimburse funds in a timely manner.

SECTION 5 – PROJECT REQUIREMENTS

NMIH agrees to comply with all requirements, applicable to the Project, as indicated within the LSA Program Grant Contract between the RDA and the Commonwealth. These requirements include, but are not limited to the following:

- A. Eligible uses of the LSA Program grant funds include: Dismantling the Memorial from its existing location in South Bethlehem; Moving the Memorial from its existing location to its new location at the Outdoor Demonstration and Artifact Yard at the NMIH site; Installing the Memorial on a new foundation at the NMIH site; Foundation work at the NMIH site, including, but not limited to, excavation and installation of a new concrete footer and finished foundation for the Memorial at the NMIH site; Design / Engineering professional service fees associated with the Project; and Construction Contingency costs, and other costs as may be required as part of this Project.
- B. Any Project costs incurred by NMIH outside the scope of eligible uses may not qualify for reimbursement per the LSA Program grant funds. NMIH should contact the RDA prior to incurring such costs to determine reimbursement eligibility. If such approval is not received prior to incurring such costs, the RDA reserves the right not to reimburse NMIH.
- C. Evidence of public bidding, including copies of advertisement and bid tabulation is required. Compliance with all applicable federal, state, and local laws and regulations dealing with bidding and procurement is required.
- D. Copies of all executed contracts pertaining to the Project. All contracts must contain the nondiscrimination / sexual harassment provision, a certificate of insurance, and a performance bond and payment schedule.

If the nondiscrimination / sexual harassment provision is not incorporated into a contract, a copy of the Nondiscrimination / Sexual Harassment Clause must be executed and provided to the RDA with all other required documentation. A copy of this provision will be provided to NMIH for use in such situations.
- E. Prevailing wage requirements are applicable as this Project is a project for public work to which a public body is a party and contains a provision that the prevailing wage rate to be paid to workmen in the performance of the contract.
- F. Provide public liability, property damage and workmen’s compensation, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds of this grant. NMIH agrees to maintain such insurance and to name the CFA on such policies. NMIH further agrees to notify the RDA, who in turn will notify the CFA, of any change or cancelation of such insurance policies.
- G. Complete copies of AIA certification forms and/or invoices verifying costs for construction are required for all reimbursement requests for such costs.
- H. NMIH and/or RDA may not authorize any substantial change to an approved Project without first obtaining the consent of the CFA in writing. Should such a change be desired by NMIH, the request should be provided to the RDA who will forward for consent from the CFA.

SECTION 6 – DEFAULT AND REPAYMENT OF FUNDS

The NMIH agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Agreement. All LSA Program grant funds are subject to repayment in the event the Project does not meet the Project Requirements as detailed in Section 5 and within the context of this Agreement. If after all or any part of the funds has been paid to NMIH and NMIH shall fail to carry out the activities, NMIH shall repay the RDA the funds theretofore paid. In such event, the RDA will provide notice to NMIH of such default. If NMIH fails to cure such default within the timeframe indicated in default notice, the RDA reserves the right to terminate or cancel the Agreement.

In the event of such termination, funds awarded to NMIH, pursuant to this Agreement, shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. Repayment of all or a portion of the funds granted herein shall be made to the RDA and shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted to them. Said repayment will be in the form of a check, payable to the “Commonwealth of Pennsylvania” and forwarded to the RDA who in turn will forward said repayment to the Commonwealth.

If NMIH does not use all or a portion of the funds paid under the terms of this Agreement for purposes of and in accordance with this Agreement, NMIH shall be liable to the RDA for the amount of funds unused or improperly used and shall return said funds to the RDA.

Any such termination, as detailed in this Section, shall not effect or terminate any of the rights of the RDA as against NMIH then existing, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the RDA under the law and the note and mortgage, including but not limited to compelling NMIH to complete the Project in accordance with the terms of this Agreement, in a court of equity.

SECTION 7 – BIDDING REQUIREMENTS

Since the RDA is a political subdivision, compliance to the open and competition bidding procedures, as established by law, is required for a project funded with LSA Program grant funds. As a result, NMIH, as a party to this Cooperation Agreement, is required to comply with the open and competition bidding procedures as established by law pertaining to this Project.

The RDA will require NMIH to submit proof of compliance with said bidding requirements. Failure by NMIH to provide such proof may result in the termination of the funds allocated through this Agreement and/or repayment of any funds disbursed to NMIH to the time of such noncompliance.

SECTION 8 – PROGRESS REPORTS

According to the LSA Program Grant Contract, the RDA is required to furnish to the Commonwealth progress reports as the Commonwealth may require from time to time including, but not limited to, status reports of the Project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information as may be pertinent to the funding received. In addition, the Commonwealth, or its representatives, has the right to make reasonable inspections to monitor the RDA performance under the LSA Program grant funds.

As a party to this Cooperation Agreement, NMIH agrees to comply with such requests for progress reports from the RDA to satisfy requests from the Commonwealth. In the event the RDA determines NMIH has not furnished such reports as requested, the RDA will give written notice to NMIH. If such information continues to not be provided, the RDA reserves the right to suspend reimbursements under this Agreement until such required reports and/or information is submitted to the RDA.

SECTION 9 – DOCUMENTATION AND RECORDKEEPING

A. RECORDS TO BE MAINTAINED

NMIH shall maintain all records pertinent to the activities to be funded under this Agreement. Such records should include, but are not limited to:

1. Records providing full details of Project scope and work specifications;
2. Records required to document compliance with an open and competitive bidding process;
3. Construction Contract documentation;
4. Records documenting compliance with insurance, bonding, prevailing wage and other construction pertinent regulations for property renovations;
5. Records documenting compliance by NMIH and all contractors for the Project with Commonwealth Nondisclosure/Sexual Harassment provision as detailed in this Agreement;
6. Financial records as required for issuing payments for construction services including AIA certifications; and
7. Other records as may be necessary to document compliance with terms as detailed in this Agreement.

B. RETENTION

NMIH shall retain all construction records, financial records, supporting documentation, and all other records pertinent to this Agreement for a minimum period of five (5) years from the grant close-out date. The Project retention period begins on the date of the Agreement with records required to be retained until the expiration of the five (5) years from the grant close-out date as provided to NMIH by the RDA.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the action and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

C. CLOSE-OUT

NMIH's obligation to the RDA shall not end until all close-out requirements are completed. Activities during this close-out period may include providing reports and other documentation to the RDA as may be required per the Commonwealth and the LSA Program Grant Contract. After this process has been completed and the grant is considered closed by the Commonwealth, the RDA will notify NMIH and the Project minimum five (5) year retention period can begin.

D. AUDITS AND INSPECTIONS

All NMIH records with respect to any matters covered in this Agreement shall be made available to the RDA, their independent auditors, LSA Program representatives, or any other authorized representatives at any time during normal business hours as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports, and applicable to NMIH services as contained in this Agreement, must be fully cleared by NMIH within 30-days after receipt by NMIH. Failure of NMIH to comply may constitute a violation of this contract and may result in the withholding of future reimbursements, should any remain.

SECTION 10 – INSPECTION, MONITORING AND ACCESS TO RECORDS

The RDA reserves the right to inspect, monitor, and observe work and services performed by NMIH at any and all reasonable times.

The RDA reserves the right to review and/or audit the records of NMIH any time during the performance of this Agreement and for a period of five (5) years after the grant close-out date under this Agreement.

If required, NMIH will provide the RDA with a certified audit of NMIH's records, representing the fiscal year during which the Project becomes complete and the final payment is made to NMIH from the RDA.

Access should immediately be granted to the RDA, their independent auditors, or any other authorized representative of the RDA to any books, documents, papers, and records of NMIH, which are directly pertinent to this Project contained in this Agreement for the purpose of making audit, examination, excerpts and transcripts.

SECTION 11 – COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

Because NMIH is providing the coordination and management of this Project, all compliance issues addressed in Section 11 of this Cooperation Agreement also require compliance by any and all subgrantee, contractor, subcontractor, or any person acting on their behalf who are providing services for the Project as detailed in this Cooperation Agreement. As a result, the phrase “*other Project contractors*” has been adopted within Section 11 of this agreement to collectively refer to any subgrantees, contractors, subcontractors, or any other persons acting on their behalf as part of this Project.

Per requirements of the Commonwealth of Pennsylvania as part of the LSA Program Grant Contract, the following apply to the RDA, NMIH and all other Project contractors as detailed within this Cooperation Agreement between the RDA and NMIH.

A. COMPLIANCE WITH STATE STATUTES AND REGULATIONS

The RDA agrees to comply with all applicable state statutes and regulations. As a partner to this Cooperation Agreement, NMIH agrees to also comply with all applicable state statutes and regulations and will ensure all Contractors and Subcontractors comply as well.

NONDISCRIMINATION / SEXUAL HARASSMENT PROVISIONS

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the LSA Program Grant Contract, the Cooperation Agreement, or any subgrant agreement, contract, or subcontract, the RDA, and NMIH as a party of this Cooperation Agreement, as well as all other Project contractors shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The RDA, NMIH as a party to this Cooperation Agreement, as well as all other Project contractors shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the RDA, nor NMIH as a party to this Cooperation Agreement, nor any other Project contractors shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the LSA Program Grant Contract, this Cooperation Agreement, or any other contract pertaining to work being done as part the Project detailed in this Cooperation Agreement.
4. Neither the RDA, nor NMIH as a party to this Cooperation Agreement, nor any other Project contractor shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement, and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
5. The RDA, NMIH as a party to this Cooperation Agreement, as well as all other Project contractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees, in writing, of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination / Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

6. The RDA, NMIH as a party to this Cooperation Agreement, as well as all other Project contractors shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work which relates to the LSA Program Grant Contract, this Cooperation Agreement, and any other contract pertaining to Project work done as detailed in this Cooperation Agreement.
7. The RDA, NMIH as a party to this Cooperation Agreement, as well as all other Project contractors represent that they are presently in compliance and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The RDA, NMIH, as well as all other Project contractors will further represent that they have filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employees that have federal government contractors or first-tier subcontractors and have 50 or more employees. The RDA, NMIH, as well as all other Project contractors shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provision of this Nondiscrimination / Sexual Harassment Clause.
8. The RDA, NMIH as a party to this Cooperation Agreement, as well as all other Project contractors shall include the provisions of this Nondiscrimination / Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The RDA’s, NMIH’s as a party to this Cooperation Agreement, as well as all other Project contractors’ obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the RDA, NMIH as a party of this Cooperation Agreement, as well as all other Project contractors shall have an obligation to inform the Commonwealth if, at any time during the term of the LSA Program Grant Contract, this Cooperation Agreement, and/or any other contract pertaining to work being done as part the Project detailed in this Cooperation Agreement becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the LSA Program Grant Contract and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination / Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors in the Contractor Responsibility File.

B. COMPLIANCE WITH STATE CONTRACTOR RESPONSIBILITY PROGRAM

For the purpose of these provisions, the Commonwealth defines the term Contractor as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or subgrantee, who has furnished or seeks to furnish goods, supplies, services or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the Commonwealth, or with a person under contract, subcontract, grant or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. Within this Cooperation Agreement, the Contractor includes the NMIH, as a party to this Cooperation Agreement, as well as all other Project contractors.

1. The Contractor must certify in writing, for itself and all its subcontractors that as of the date of the LSA Program Grant Contract, that neither the Contractor, nor any subcontractors or suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority. If the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The Contractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the LSA Program grant through the termination date thereof. Accordingly, the Contractor has an obligation to inform the

RDA if, at any time during the term of the LSA Program grant it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification to the RDA shall be made within 15 days of the date of suspension or debarment and the RDA will forward such notification to the Commonwealth.

4. The failure of the Contractor to notify the RDA of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Cooperation Agreement as it constitutes a default of the LSA Program Grant Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the RDA and/or Contractor and the Commonwealth, which results in the suspension or debarment of the RDA and/or Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The RDA and/or Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgsweb.state.pa.us/DebarmentList_portlet/ or by contacting the: Department of General Services; Office of Chief Counsel; 603 North Office Building; Harrisburg, PA 17125; Telephone Number: (717) 783-6472; Fax Number: (717) 787-9138.

C. COMPLIANCE WITH OFFSET PROVISION FOR COMMONWEALTH GRANTS

As this Cooperation Agreement establishes a reimbursement process between the RDA and NMIH for eligible costs, the NMIH agree that the RDA may set off any reimbursement amount by any state tax liability or other debt of the NMIH or any other Project contractors that is owed to the Commonwealth and is not being contested on appeal, against any payments due to the NMIH under this Cooperation Agreement with the RDA. Such withheld amount will be transmitted by the RDA to the Commonwealth as payment for such owed tax liability.

D. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the RDA, and NMIH as a party to this Cooperation Agreement, understand and agree that no individual with a disability shall, on the basis of the disability, be excluded from participation in activities included within the parameters of the LSA Program grant, including the Project detailed in this Cooperation Agreement.

As a condition of accepting and executing the LSA Program grant, and as a party of this Cooperation Agreement, the RDA, NMIH, as a party to this Cooperation Agreement, as well as any other Project contractors agree to comply with the "General Prohibitions Against Discrimination," 28 D.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The RDA, and NMIH as a party to this Cooperation Agreement, shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of RDA and/or NMIH failure to comply with the provisions of the above paragraph.

Compliance with The Americans with Disabilities Act also applied to all other Project contracts as may be involved with this Project and with which NMIH will contract with for the Project scope of work.

E. COMPLIANCE WITH ANTI-POLLUTION REGULATIONS

The RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors agree that in the performance of their obligations under the LSA Program grant, including the Project detailed in this Cooperation Agreement, shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

F. CONTRACTOR INTEGRITY PROVISIONS

1. The RDA and NMIH, as a party to this Cooperation Agreement, as well as any other Project contractors shall maintain the highest standards of honesty and integrity during the performance of the projects included in the LSA Program Grant Contract as well as this Cooperation Agreement, shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to the RDA, NMIH or that govern contractor or procurement with the Commonwealth.
2. The RDA and NMIH, as a party to this Cooperation Agreement, as well as any other Project contractors shall establish and implement a written business integrity policy which includes, at a minimum, the requirements of these provisions as they relate to activities of the RDA, NMIH as well as well as any other Project contractors within the Commonwealth and Commonwealth employers and which are made known to all employees of the RDA, NMIH as well as all other Project contractors. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or new where the contract services are performed shall satisfy this requirement.
3. The RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors, affiliates, agents, employees or any person on their behalf, and another in privity with the RDA and/or NMIH shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under the LSA Program Grant Contract, this Cooperation Agreement, as well as any other contracts pertaining to work done as part of it.
4. The RDA shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to the RDA financial interest prior to the execution of the LSA Program Grant Contract. The RDA shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than submission of the Agreement signed by the RDA.

In addition, NMIH, as a party to this Cooperation Agreement, as well as any other Project contractors shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the RDA in writing. The RDA will transmit such disclosure to the Commonwealth and request Commonwealth consent to the financial interest prior to the execution of the Cooperation Agreement or any other contract pertaining to work done as part of it. NMIH as well as any other Project contractor shall disclose the financial interest to the RDA at the time of bid proposal or proposal submission. The RDA will in turn disclose such financial information to the Commonwealth. If no bids or proposals are solicited, disclosure of the financial interest will be provided no later than submission of the Cooperation Agreement or any other contract pertaining to work done as part of the Project detailed within it. All such notifications will be done prior to any such agreement or contract being signed by the applicable party.

5. The RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors shall certify that to the best of their individual knowledge and belief that within the last five (5) years they, or a related party thereto, have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

If the RDA cannot certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the RDA. If NMIH, or any other Project contractor, cannot certify to the above, then they must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made to the RDA. The RDA in turn will forward such documentation to the Commonwealth to determine whether a contract may be entered into with NMIH or other applicable parties. The obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof.

Accordingly, the RDA shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the LSA Program Grant Contract it becomes aware of any event which would cause the certification or any explanation to change. In addition, NMIH, or any other Project contractor shall have an obligation to immediately notify the RDA in writing if at any time during the term of the Cooperation Agreement it becomes aware of any event which would cause the certification or any explanation to change.

The RDA acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the LSA Program Grant Contract.

6. The RDA, and NMIH as a party to this Cooperation Agreement, as well as any other Project contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If the Local Share Account Program Grant Contract was awarded on a Non-bid Basis, all parties must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When the RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions have occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the RDA shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing. In cases involving NMIH or any other Project contractor notification should be made to the RDA who will immediately notify the Commonwealth contracting officer of the Office of the State Inspector General in writing.
8. The RDA, by execution of the LSA Program Grant Contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provision in connection with the submission of the bid or proposal during any contract negotiations or during the term of the LSA Program Grant Contract, to include any extensions thereof. The RDA shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of the Contractor Integrity Provision. The RDA agree to reimburse the Commonwealth for the reasonable costs of investigation incurred by the State Inspector General for investigations or the Contractor's compliance with the terms of this or any other agreement between the RDA and the Commonwealth that results in the suspension or debarment of the RDA. The RDA shall not be responsible for investigative costs for investigations that do not result in suspension or debarment.

NMIH, as a party to this Cooperation Agreement, and through its submission of any bills, invoices or requests for payment pursuant to the LSA Program grant funds, certifies and represents that it has not violated any of these Contractor Integrity Provision in connection with the submission of the bid or proposal during any contract negotiations or during the term of the LSA Program Grant Contract, to include any extensions thereof. All submissions of bills, invoices or requests for payment from these LSA Program grant funds will be made to the RDA and the RDA shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of the Contractor Integrity Provision by NMIH or any other Project contractors involved with the work being done as part of the Project. NMIH agrees to reimburse the RDA, who will in turn reimburse the Commonwealth, for the reasonable costs of investigation incurred by the State Inspector General for investigations or the Contractor's compliance with the terms of the Project detailed in this Cooperation Agreement for which LSA Program grant funds were attributed, which may result in the suspension or debarment by the Commonwealth. NMIH shall not be responsible for investigative costs for investigations pertaining to this Project that do not result in suspension or debarment or for any investigations pertaining to activities funded through the LSA Program award to the RDA but are outside the scope of the Project detailed in this Cooperation Agreement.

9. As a recipient of LSA Program grant funds for the Project detailed in this Agreement, NMIH and any other Project contractor acknowledge and agree to cooperate with the following Contractor Integrity Provision requirement per the LSA Program Grant Contract between the RDA and Commonwealth of Pennsylvania and in which the term “Contractor” references the RDA:

Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor’s integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor’s business or financial records, documents or files of any type or form that refer to or concern this contract. *Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision.* The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

As indicated within Contractor Integrity Provision, this paragraph is required to be incorporated into any and all agreements, contracts, and subcontracts pertaining to this Project for which LSA Program grant funds are used.

10. For violation of any of the Contractor Integrity Provisions, the Commonwealth may terminate the LSA Program grant funds and any other contract with the RDA, claim liquidated damages in an amount equal to the value of anything received in breach of the Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the RDA from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulations, or otherwise.

NMIH, as a party to this Cooperation Agreement, understands that any violation by NMIH and/or any other Project contractor of any of the Contractor Integrity Provisions that result in the Commonwealth terminating the LSA Program grant funds with the RDA will result in the RDA terminating the Cooperation Agreement between the RDA and NMIH for this Project, claim liquidated damages in an amount equal to the value of anything received in breach of the Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend NMIH, and/or any other Project contractor, from doing business with the RDA which involve the use of funding from the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulations or otherwise.

G. COMPLIANCE WITH PROHIBITION OF ILLEGAL ALIEN LABOR ON ASSISTED PROJECTS ACT

1. Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania. This applies to the LSA Program grant funds provided within this Cooperation Agreement between the RDA and NMIH.
2. In the event that the RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractor:
 - a. Knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by the LSA Program grant funds issued by the Commonwealth of Pennsylvania, for Project work detailed in this Cooperation Agreement, or for any other contract pertaining to work done as part of the Project detailed in this Cooperation Agreement; and
 - b. The RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractor are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on such activities funded in whole or in part by the LSA Program grant funds issued by the Commonwealth of Pennsylvania, for Project work detailed in this Cooperation Agreement, or for any other contract pertaining to work done as part of the Project detailed in this Cooperation Agreement.

The RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractor shall:

- a. Repay to the RDA all funds received as part of this Cooperation Agreement who in turn will repay the Commonwealth for any funds received as part of the LSA Program Grant Contract; and
- b. Be ineligible to apply for any funds provided to the RDA from the Commonwealth for a period of two (2) years as a direct recipient of funds from the Commonwealth or as a grantee from a party awarded such funds from the Commonwealth

H. RIGHT TO KNOW LAW PROVISIONS

1. The RDA, NMIH as a party to this Cooperation Agreement, and all other Project contractors understand that the LSA Program Grant Contract and records related to these funds or arising out of these funds are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of this provision, the CFA will represent the Commonwealth in matters of RTKL.
2. If the CFA needs the RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractors assistance in any matter arising out of the RTKL related to the LSA Program Grant Contract and/ or out of this Cooperation Agreement, it shall notify the RDA, NMIH as a party to this Cooperation Agreement, as well as any other Project contractors as may be applicable for such request. Notification will be made using the legal contact information provided in the LSA Program Grant Contract, within the Cooperation Agreement, or within any other contract pertaining to work done as part of it. The RDA, NMIH, or any other Project contractors, at any time may designate a different contact for such purposes upon reasonable prior written notice to the CFA.
3. Upon written notification from the CFA that it requires the RDA assistance in responding to a request under the RTKL for information related to the LSA Program Grant Contract that may be in the RDA, NMIH as a party to this Cooperation Agreement, or any other Project contractor, possession, constituting, or alleged to constitute a public record in accordance with the RTKL Requested Information, the RDA shall:
 - a. Provide the CFA, within ten (10) calendar days after receipt of written notification access to, and copies of, any document or information in the RDA, NMIH, or other Project contractor possession arising out of the LSA Program Grant Contract that the CFA reasonably believes is Requested Information any may be a public record under the RTKL; and
 - b. Provide such other assistance as the CFA may reasonably request in order to comply with the RTKL with respect to the LSA Program Grant Contract.
4. If the RDA or NMIH, as a party to this Cooperation Agreement, considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined in the RTKL, or other information that the RDA and/or NMIH consider exempt from production under the RTKL, the RDA or NMIH must notify the CFA and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the RDA and/or NMIH explaining why the requested material is exempt from public disclosure under the RTKL. For those requests involving information maintained by NMIH, or from any of the other Project contractors, the RDA will transmit the necessary documents to the CFA upon receipt from NMIH due to the RDA being the recipient of the LSA Program grant funds from the Commonwealth.
5. The CFA will rely upon the written statement from the RDA or NMIH, as a party to this Cooperation Agreement, in denying a RTKL request for the Requested Information unless the CFA determines that the Requested Information is clearly not protected from disclosure Information under the RTKL. Should the CFA determine that the Requested Information is clearly not exempt from disclosure, the RDA and/or NMIH shall provide the Requested Information within five (5) business days or receipt of the notification of the CFA’s determination. In such cases, the RDA will collect all information which may be required to be provided by NMIH, including anything applicable to any other Project contractors, and transmit all Requested Information to the CFA.
6. If the RDA or NMIH fail to provide the Requested Information within the time period required by these provisions, the RDA or NMIH shall indemnify and hold the CFA harmless for any damages, penalties, costs, detriment or harm that the CFA may incur as a result of the RDA’s or NMIH’s failure, including any statutory damages assessed against the CFA.

7. The CAF will reimburse the RDA and/or NMIH for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
8. The RDA and/or NMIH may file a legal challenge to any CFA decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the RDA and/or NMIH shall indemnify the CFA for any legal expenses incurred by the CFA as a result of such a challenge and shall hold the CFA harmless of any damages, penalties, costs, detriment or harm that the CFA may incur as a result of the RDA's and/or NMIH's failure, including any statutory damages assessed against the CFA, regardless of the outcome of such legal challenge. As between the parties, the RDA and/or NMIH agree to waive all rights or remedies that may be available to it as a result of the CFA disclosure of Requested Information pursuant to the RTKL.
9. The RDA and/or NMIH's duties relating to the RTKL are continuing duties that survive the expiration of the LSA Program Grant Contract and this Cooperation Agreement and shall continue as long as the RDA and/or NMIH have Requested Information in its possession.

SECTION 12 – CONFLICT OF INTEREST PROVISION

NMIH warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. NMIH further warrants and covenants that in the performance of this contract, no person having such interest shall be employed or contracted to do Project work as detailed in this Agreement.

No employee, agent, consultant, officer, or elected official or appointed official of the RDA, which are receiving the LSA Program grant funds who exercise or have exercised any functions or responsibilities with respect to activities associated with the LSA Program grant funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a LSA Program grant activity, or the proceeds from such activity or project, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

No owner, developer or sponsor of a project assisted with LSA Program grant funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer or sponsor or immediate family member of an officer, employee agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit may occupy a LSA Program funded renovated unit.

In addition, no member of the Commonwealth of Pennsylvania, the CFA, or official or employee of the RDA or NMIH who exercises or has exercised any functions or responsibilities with respect to activities assisted with LSA Program grant funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities shall be permitted to receive or share any financial or unit benefits arising from the LSA Program funded Project.

Prior to the implementation of this LSA Program assisted Project, exceptions to this provision may be requested by NMIH in writing to the RDA. Exceptions will be made on a case-by-case basis and may require consultation and authorization from the Commonwealth of Pennsylvania, CFA as the provider of the LSA Program grant funds.

SECTION 13 – SUSPENSION AND TERMINATION

The RDA may terminate this Agreement with NMIH based upon a default by NMIH on any of the following grounds:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein or such statutes, regulations, executive orders and LSA Program guidelines, policies and requirements as may be applicable at any time;
- B. Failure of NMIH to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds as provided under this Agreement; and/or
- D. Submission by NMIH to the RDA reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the RDA or NMIH, in whole or in part, by setting forth the reason for such termination, the effective date, and, in the case of a partial termination the portion to be terminated. However, if in the case of partial termination, the RDA determines the remaining portion of the award will not accomplish the purpose for which the award was provided, the RDA may terminate the award in its entirety.

In the event that the Commonwealth of Pennsylvania terminates the LSA Program grant funding, in whole or in part, this Cooperation Agreement will also be terminated, in whole or in part. The reason for such termination will be communicated to NMIH as will the effective date and in the case of a partial termination the portion to be terminated.

SECTION 14 – BREACH OF AGREEMENT

In the event of a breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the RDA at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further disbursement of funds pursuant to this Agreement until the breach is cured.

SECTION 15 – ENTIRE AGREEMENT

This Agreement, when signed by all parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided within. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the RDA and NMIH with respect to this Agreement.

SECTION 16 – AMENDMENTS AND MODIFICATIONS

The Parties may manually amend this Agreement at any time provided that such amendments makes specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the RDA or NMIH from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The RDA may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will only be incorporated by written amendment signed by both the RDA and NMIH.

If any changes involve a modification to a requirement of the LSA Program Grant Contract, the RDA will consult the Commonwealth for their review, consideration and approval.

SECTION 17 – SEVERABILITY

Should any section of any part of any Section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any Section of this Agreement.

SECTION 18 – SECTION HEADINGS AND SUBHEADINGS

The section headings and subsection headings contained in this Agreement are included for convenience only and should not limit or otherwise affect the terms of this Agreement.

SECTION 19 – WAIVER

The RDA’s failure to act with respect to a breach by NMIH does not waive its rights to act with respect to subsequent or similar breaches. The failure of the RDA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20 – JURISDICTION

This Agreement shall be enforced by, governed by, and interpreted under the laws of the Commonwealth of Pennsylvania, and/or the District Court for the Eastern District of Pennsylvania, as applicable, without concern for the rules governing conflict of law.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

ATTEST:

**REDEVELOPMENT AUTHORITY OF
THE CITY OF BETHLEHEM**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

**THE NATIONAL MUSEUM OF
INDUSTRIAL HISTORY**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____