

Section 9. Future Cooperation

The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 10. Records

Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party and by the public at all reasonable times.

Section 11. Law Governing

This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 12. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 13. Implementation Memoranda

From time to time, the Mayor and the Executive Director may execute implementation memoranda, to evidence, in addition to this Agreement, the indebtedness of the Agency to the City created by this Agreement and the program and/or plan for implementing any of the provisions hereof.

Section 14. Liability and Indemnification.

Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed on it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed on the other party by virtue of Section 895.2 and 895.6 of the Government Code.

No officer, official, employee, agent or representative of the City or Agency shall be personally liable for any amount that may become due to the City or Agency hereunder.

[Signatures on Next Page.]

