INDIVIDUAL PROJECT AGREEMENT REGARDING PROVISION OF SERVICES BY THE CITY OF SACRAMENTO

RECITALS

- A. The City of Sacramento ("City") and the Sacramento Housing and Redevelopment Agency ("Agency") entered into a Master Project Agreement on January 8, 2013.
- B. Agency desires to have the City provide the services named in Section 3 below.
- C. The Master Project Agreement authorizes the City Manager and Agency's Executive Director to enter into Individual Project Agreement(s) (*Agreement*) for the provision of City services to be paid for by funds allocated in the Agency's budget or in the City's Community Development Block Grant (CDBG) budget that is administered by the Agency.
- D. City must comply with all requirements of the Funding Source and for each of them. Agency will cooperate with City in determining the applicable requirements of the Funding Source. The Agency shall use the following Funding Source(s) to pay for the City's services:

| Funding Source | CFDA# | Federal Award ID # | Award Year | Jurisdiction | Amount |
|----------------|-------|--------------------|---------------|---------------------|--------|
| | | | | Federal State Local | |
| | | | | Federal State Local | |

| E. | Department/Division DUNS #: |
|----|-----------------------------|
| | |

AGREEMENT

NOW THEREFORE, Agency and the City agree as follows:

1. The "Effective Date" of this Agreement is the following:

Effective Date:

2. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

| ATTACHMENT NO. | DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included) |
|----------------|---|
| Attachment 1 | Intentionally Omitted |
| Attachment 2 | [If Applicable] CDBG and Other Federal Requirements (if a Funding Source is federal, this Contract is invalid without the "Federal Requirements Attachment"). |

3. The City shall provide the following services by its named departments or divisions ("City Department") on or before the stated completion dates:

| Department/Division | Task | Completion Date | Compensation |
|---------------------|------|-----------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

- 4. Unless terminated by either party pursuant to Section 12, below, this Agreement shall expire on ______.
- 5. Agency shall pay City the forgoing compensation for the respective services. In any event, Agency shall pay not more than the following amount as the total compensation for all services rendered by City under this Agreement:

| Total compensation for all services: | |
|--------------------------------------|--|
| Source of Funds: | |
| Quarterly Reports | |

6. The respective parties shall also fulfill the following special provisions:

Special Provisions

- 7. The City shall comply with all laws, rules and regulations applicable to the services rendered and the use of the funds from the Funding Source.
- 8. SHRA requires receipt of reimbursement request within 180 days of the Effective Date of this Agreement and then, at a minimum, quarterly. If no funds are requested the agreement may be cancelled with written notice.
- 9. The City Department shall submit, at minimum, quarterly status reports on the services funded by Agency that shall include the name, email and telephone number of the City Department's contact person. Annual or closeout reports are due 30 days after the end of the calendar year. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.
- 10. This Agreement may only be amended in writing, duly executed by the City and the Agency.
- 11. Neither Agency, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.
- 12. Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this Agreement.
- 13. This Agreement may be terminated by either party upon written notice to the other party, effective thirty (30) days following receipt of such notice by the other party. In any event, this Agreement shall terminate upon the completion of all obligations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SACRAMENTO

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY:

| By: | By: |
|----------------------|-------------------------------------|
| | LaShelle Dozier, Executive Director |
| , City Manager | |
| Approved as to form: | Approved as to form: |
| City Attorney | Agency Counsel |
| Attest: | |
| City Clerk | |