

## **INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF CITY SERVICES**

This Intergovernmental Agreement (IGA) is entered into as of the twenty-fifth day of October, 2021 by and between the HOUSING AUTHORITY OF THE CITY OF SALEM, OREGON (hereinafter referred to as the "Authority" and the CITY OF SALEM hereinafter referred to as the "City,"), pursuant to ORS 190.010, et al.

### **RECITALS:**

**(a)** The Authority desires to engage the City to render certain services in connection with the undertakings of the Authority.

**(b)** The City has experience in the provision of various administrative services and desires to assist the Authority in the planning and carrying out the Authority's functions.

**(c)** The City desires to engage the Authority to render certain services in connection with the undertakings of the City.

**(d)** The Authority has experience in the provision of various property inspection and prevailing wage interview services and desires to assist the City in the planning and carrying out the City's functions.

**(e)** The Authority has entered into contracts with the United States of America providing financial aid to the Authority under the Housing Act of 1937, as amended.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1: Term and Termination.** This agreement shall become effective upon the date of the last signature hereon and shall continue in full force and effect for a period of one (1) year, and renewed annually for four (4) subsequent years contingent upon adoption of the City's and Authority's annual budgets specifying the reimbursement amounts, unless sooner terminated as provided herein. Based on the City's ability to provide these services or the ability of the Authority to secure less costly or more efficient services included in this agreement, early termination of this agreement will be considered based on the recommendation of either the Executive Director or the City Manager. Based on the Authority's ability to provide these services or the ability of the City to secure less costly or more efficient services included in this agreement, early termination of this agreement will be considered based on the recommendation of either the Executive Director or the City Manager.

**Section 2: Duties of the City.** The City may provide the services to the Authority to undertake activities as set forth in Addendum A. In so doing, the City shall provide such services in compliance with local, state, and federal laws.

**Section 3: Duties of the Authority.** The Authority may provide the services to the City to undertake activities as set forth in Addendum A. In so doing, the Authority shall provide such services in compliance with local, state and federal laws.

**Section 4: Consideration for In-Scope Services.** For the period beginning October 2021, the Authority shall reimburse the City for the actual cost incurred by the City in providing the In-Scope services pursuant to Addendum A in this Agreement, up to an amount not to exceed \$40,000. An additional flat fee of \$5,000 will be paid for legal services. Payments are to be made monthly beginning October 31, 2021, upon receipt of an invoice from the City to document this expenditure.

**Section 5: Consideration for Out-of-Scope Services by Authority.** The Authority may utilize City provided services as outlined in Addendum A. Costs shall be determined according to the City's cost allocation plan, annual budget or such other documentation agreed upon by the parties. Payment shall be made by the Authority upon presentation of invoice.

**Section 6: Consideration of Out-of-Scope Services by City.** The City may utilize Authority provided services as outlined in Addendum A. Costs shall be determined according to the Authority's cost allocation plan, annual budget or such other documentation agreed upon by the parties. Payment shall be made by the City upon presentation of invoice. Payments made with HOME and/or CDBG funds shall also conform to HUD administrative guidelines and documentation standards.

**Section 7: Indemnification.** Each Party shall defend, save, hold harmless and indemnify the other party, and the other party's officers, employees and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Party, its officers, employees, subcontractors, or agents under this Agreement.

**Section 8: Insurance.**

- (a) Worker's Compensation Insurance. Each party shall maintain in force, at its own expense, worker's compensation insurance for all covered workers of that party in compliance with ORS 656.017.
- (b) The parties shall each obtain and maintain in effect during the entire term of this agreement a policy or policies of liability insurance including commercial general liability or comprehensive general liability insurance with combined single limits, or the equivalent of \$2,000,000 (two million dollars) for each occurrence for bodily injury, death, or property damage, or shall provide to the other party evidence of self-insurance deemed adequate by the other party. Such insurance shall be on an occurrence and not a "claims made" form. Such insurance shall also include contractual liability coverage for the indemnity provision set forth in this agreement. Such insurance shall cover as additional insureds the other party, its officers, employees, agents, and volunteers. As evidence of the insurance coverage required by this agreement, each party shall furnish industry-standard insurance certificates to the other party prior to the effective date of this agreement. Each party shall be financially responsible for all pertinent deductibles, self-insured

retention and/or self-insurance. Such insurance shall be issued by a carrier that is authorized to conduct business as an insurance company in the State of Oregon and shall not be canceled or altered without a minimum of thirty (30) days prior written notice to the other party.

**Section 9: Modification.** This agreement may not be altered, modified, supplemented, terminated, or amended in any manner whatsoever except by mutual agreement of the parties in writing. Any such alteration, modification, supplementation, termination, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Section 10: Waiver.** No provision of this agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

**Section 11: Severability.** The parties agree that if any term or provision of the agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**Section 12: Entire Agreement.** This agreement sets forth the entire understanding between the parties with respect to the subject matter of this agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

HOUSING AUTHORITY OF THE  
CITY OF SALEM

CITY OF SALEM

BY: \_\_\_\_\_  
Steve Powers, Executive Director

BY: \_\_\_\_\_  
Steve Powers, City Manager

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

## **ADDENDUM A**

### **City In-Scope Services:**

Finance/Payroll: Provision of financial services; including annual reporting on, and preparation of intergovernmental agreements.

Upon the Authority's time recording in the Oracle Time and Labor module, the City will process payroll, including tax payments, reporting, audits from SAIF, and contracted financial auditors. Funding of the payroll liability on a bi-weekly basis is the responsibility of the Authority. Funding must be received on or before the payroll distribution date.

Human Resources: Selection and recruitment, labor relations, classification and pay administration, benefits administration, safety services, HRIS, performance evaluation and investigation.

IT: Preserve data through a redundant backup and recovery system including hardware and software; manage electronic mail; wireless access of network applications; production and maintenance of a web presence; network infrastructure maintenance and security; maintain and support general systems (including citywide applications such as FIMS), and backup for the Authority's onsite technician as needed.

Purchasing: Assistance with general contract procurement and administration.

Urban Development: General administrative oversight and support. Staff time for CFR Part 58 ERR's for social services projects. Ongoing monitoring of SHA owned properties for affordability compliance.

Legal: Under the fee schedule in Section 4, for general legal representation of and consultation with the Authority in litigation matters and Labor contract unit clarification, consultation with Authority personnel, staff support for public meetings, including preparation of meeting notices, agendas and minutes, review of documents, including but not limited to: contracts, memorandum of understanding and inter-governmental agreements

### **City Out-of-Scope: Time and Material Basis\*:**

Reprographics:	Printing and mail services. Fiscal year 2020-21 hourly rate equal to time and materials.
IT:	Staff time for special projects. Fiscal year 2020-21 hourly rate equal to time and materials.
Fleet Services:	Management assistance. Fiscal year 2020-21 hourly rate equal to time and materials.
Real Estate:	Procurement, surplus, management, performance of environmental reviews. Fiscal year 2020-21 hourly rate equal to time and materials.
Urban Development:	Staff time associated with federal Responsible Entity duties (CFR Part 58 ERR's) for any non-City grant projects. Staff time for all CFR Part 58 ERR's involving new construction or substantial rehabilitation projects valued at \$100,000 or more.

\*Special Projects: The Authority may request the City's assistance with special projects for which funding has been identified and budgeted. The City will provide a quote for services, or an hourly rate for anticipated services, and upon the Authority's written approval will create a special project for the purpose of recording and invoicing City costs.

### **Authority Time and Material Based Services\*:**

Inspections	Provide property inspections on behalf of the City for federally funded affordable housing projects and the Low-Income Tax Exemption Program properties. Labor shall be charged at the rate in the Cost of Pay Plan within the fiscal year the work is performed. This provision shall not apply to SHA owned properties awarded federal funds by the City.
Wage Interviews	Perform required onsite wage interviews on the City's behalf for federally funded affordable housing and construction projects. Labor shall be charged at the rate in the Cost of Pay Plan within the fiscal year the work is performed. This provision shall not apply to SHA owned properties awarded federal funds by the City.

\*Special Projects: The City may request the Agency's assistance with special projects for which funding has been identified and budgeted. The Authority will provide a quote for services, or an hourly rate for anticipated services, and upon the City's written approval will create a special project for the purpose of recording and invoicing Authority costs.