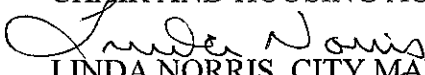



FOR HOUSING AUTHORITY COMMISSION MEETING OF: MARCH 3, 2008

AGENDA ITEM NO. 3.1

TO: CHAIR AND HOUSING AUTHORITY COMMISSIONERS  
THRU:  LINDA NORRIS, CITY MANAGER PRO TEM  
FROM:  BARBARA A. ROBERTS, CPRP, DIRECTOR,  
PARKS, RECREATION AND COMMUNITY SERVICES  
SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT  
RESOLUTION NO. 2048

ISSUE

The Authority and the Oregon Department of Justice wish to enter an intergovernmental agreement ("IGA") for installation of a communications antenna atop Robert Lindsey Tower.

RECOMMENDATION

The Board adopt Resolution No. 2048 approving execution of an IGA with Oregon Department of Justice for antenna installation.

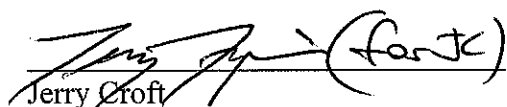
BACKGROUND

The Oregon Department of Justice ("DOJ") has requested that the Housing Authority allow DOJ to install a communications antenna atop Robert Lindsey Tower. The proposed antenna is a single pole design that will not affect the aesthetic qualities of the tower as viewed from below.

FACTS AND FINDINGS

Robert Lindsey Tower is owned by the Authority under provisions of the HUD Public Housing Program. The Authority has agreements with two other parties for antenna installations on Robert Lindsey Tower. The proposed IGA conforms to HUD's regulatory interest in the property and does not violate the existing antenna agreements. The attached IGA was prepared by the City of Salem Legal Department and provides that DOJ pay \$250 per month as an access fee for the installation. Either party may terminate the agreement with not less than 90 days written notice.

Attachment: Proposed Intergovernmental Agreement

  
Jerry Croft  
Housing Administrator

RESOLUTION NO. 2048

RESOLUTION APPROVING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT

WHEREAS, The Housing Authority of the City of Salem owns and operates Robert Lindsey Tower, a HUD Public Housing property; and,

WHEREAS, The Housing Authority and the Oregon Department of Justice wish to enter an Intergovernmental agreement whereby the Authority will provide space, utilities and access to Department of Justice for installation of a communications antenna for a monthly access fee of \$250;

NOW, THEREFORE, BE IT RESOLVED BY THE  
HOUSING AUTHORITY OF THE CITY OF SALEM, OREGON

Section 1. The Housing Authority Executive Director is authorized to execute the Intergovernmental Agreement which is attached hereto as "Exhibit A" and incorporated herein by reference with the Oregon Department of Justice for antenna installation atop Robert Lindsey Tower.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Housing Authority of the City of Salem, Oregon this 3<sup>rd</sup> day of March 2008.

\_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Recording Secretary

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT**

between  
**THE HOUSING AUTHORITY OF THE CITY OF SALEM,**  
("SHA")  
and  
**THE OREGON STATE DEPARTMENT OF JUSTICE**  
("State")

for the purpose of installation and maintenance of a communications antenna  
on the roof of Robert Lindsey Tower

**IN CONSIDERATION** of the mutual benefits and obligations set forth herein, the parties agree as follows:

**1. SHA'S OBLIGATIONS:**

- 1.1 SHA grants to State the authorization to install, use, maintain, repair and remove antenna mount, cables, antenna, and related and necessary equipment upon the top of the elevator shaft structure atop Robert Lindsey Tower at 370 Church St SE, Salem OR 97301.
- 1.2 SHA will not use or permit its tenants or any licensees, invitees or agents to use any portion of SHA's property in any way that interferes with the operations of the State's antenna facilities.

**2. STATE'S OBLIGATIONS:**

- 2.1 State will keep premises in a safe, clean and neat condition.
- 2.2 State shall be solely responsible for effecting compliance with all requirements of any and all federal, state or municipal rules and regulations, laws and ordinances, with regards to the installation and operations of State antenna equipment.
- 2.3 State shall obtain and maintain a policy of liability insurance in a form approved by SHA providing coverage up to the liability limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- 2.3 Upon vacation of the premises, the State shall repair any damage caused by installation, operation or removal of State's equipment and return premises to its pre-installation condition.
- 2.4 State shall pay SHA on the commencement date and on the first day of each calendar month thereafter during the term of this agreement an access fee in the amount of \$250 per month.

**3. GENERAL PROVISIONS:**

- 3.1 Neither party nor the officers, employees or agents of either party are agents of the other. Each party shall be separately and exclusively responsible for the acts, errors and omissions of its own officers, employees and agents except to the extent provided in section 3.2 of this Agreement.

- 3.2 Subject to applicable statutory and constitutional limitations, the parties agree to indemnify, defend and hold harmless, the other and the other's officers, agents and employees from all claims or actions of any nature resulting from the activities or negligence of the indemnifying party's officers, agents or employees acting under this agreement. "Indemnify," as used herein, means to indemnify, defend, and save harmless.
- 3.3 Each party shall comply with all federal, state and local laws, regulations, rules and resolutions applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which by this reference are made a part hereof.
- 3.4 Each party acknowledges that it is an employer subject to Oregon Workers' Compensation Law (ORS Chapter 656), and that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.
- 3.5 This Agreement may be terminated for any or no cause by either party upon not less than 90 days written notice to the other party.
- 3.6 In the event any portion of this Agreement shall be held to be invalid and unenforceable, the remaining portions shall be valid and binding upon the parties.
- 3.7 This Agreement represents the entire, integrated agreement of the parties concerning the subject matter hereof, and all prior agreements, negotiations, and representations relating to the same subject matter are superseded and terminated by this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the dates set forth below.

**Housing Authority of the  
City of Salem**

**STATE**

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Note: April 15, 2003 LS keeps hers at  
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