

FOR COUNCIL MEETING OF:
AGENDA ITEM

May 24, 2010
4.3 (e)

TO: MAYOR AND CITY COUNCIL
THROUGH:  LINDA NORRIS, CITY MANAGER
FROM:  RICK L. SCOTT, DIRECTOR
URBAN DEVELOPMENT DEPARTMENT
SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF
SALEM AND UNIVERSITY OF OREGON FOR DESIGN,
PLANNING, RESEARCH, ANALYSIS, AND PUBLIC POLICY
SERVICES

ISSUE:

Shall the City Council authorize the City Manager to: 1) finalize and execute an intergovernmental agreement (IGA) that materially conforms to the terms and conditions in the attached draft IGA between the City of Salem (City), Urban Renewal Agency of the City of Salem (URA), Salem Housing Authority (SHA), and the University of Oregon (UO) for design, planning, research, analysis, and public policy services; and 2) use City resources to support Salem's Sustainable Cities Initiative (SCI) projects?

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to: 1) finalize and execute an IGA that materially conforms to the terms and conditions in the attached draft IGA between the City, URA, SHA, and the UO for design, planning, research, analysis, and public policy services; and 2) use City resources to support Salem's SCI projects.

BACKGROUND:

The UO's SCI is a unique collaboration of faculty and students from the architecture, landscape architecture, community and regional planning, business, public policy and management, and law disciplines. Focused on enhanced student learning through an examination of real world issues facing local government, SCI provides one community each year with extensive design, planning, research, analysis and public policy services to accomplish community goals. As part of SCI, upper level students in a variety of disciplines are guided by professors to yield consultant-quality design work and documentation. The selected community is expected to contribute a match to support the SCI effort and provide staff expertise, as needed, to faculty designing courses to produce agreed upon deliverables. Participation in SCI also includes support from UO's School of Law, Library, and Media Relations Division. The City Council, URA Board, and SHA Commission will consider participation in the IGA on May 24, 2010.

FACTS AND FINDINGS:

In a competitive selection process, the UO has chosen Salem as its potential SCI partner for the 2010-11 academic year. Staff identified transportation and parks planning, civic engagement, economic development, redevelopment and urban renewal projects which align with Council goals and are important to Salem and its residents but have yet to be pursued given competing priorities, limited staff time and funding, and over-subscribed federal and State grant resources. SCI faculty and staff have refined the list of proposed projects upon consideration of student capabilities during the course of an 11 week academic quarter. The outcome of each of these projects is expected to impact Salem, fulfilling SCI's objectives, and result in value-added products for the community.

On average, the higher intensity architectural studio courses will provide Salem with approximately 15,500 student work hours. In sum, UO expects to provide Salem with more than 70,000 student hours of work to support the proposed Salem SCI projects. Salem is expected to provide some funding to support SCI's level of effort in Salem for the academic year. Given the high level of detail and student attention to coursework, Salem's anticipated match for the majority of projects is estimated between \$3.47 and \$5.60 per hour. Hourly rates from comparable consultant contracts can range from \$100-200 per hour, depending on the service provided.

Examples of Proposed City SCI Projects

The following projects are proposed for the fall academic quarter. Each project may result in one or more courses at UO in architecture, landscape architecture, community and regional planning, business, public policy and management or law disciplines. Written into each scope of work is the expectation that staff check-in frequently with faculty and participate in mid-course reviews of student progress.

- *Civic Center and Policy Facility Options.* As proposed, at least one course offering in fall academic quarter could support the scope of this project. The Civic Center facility was constructed in 1972. Over time, government services have outgrown the facility, and several functions are located off-site as a result of the existing facility's constraints. In addition, the facility is seismically inadequate, especially with respect to standards for emergency response facilities such as the Police Department. As the building ages, concerns have also been raised about the facility's energy efficiency and annual operating cost. In 2010, pursuing a bond measure for a new police facility was incorporated into Council goals. This project will also support the Council goal of assessing and prioritizing improvements for City facilities to develop a multi-year approach to addressing public infrastructure needs.

To begin this planning effort, the primary question is: does the current Civic Center campus site accommodate the needs of a new police facility adequately? In order to determine where to best locate the Police Department facility, it is necessary to conduct a thorough examination of City functions and the configuration of City Hall to define how best to safely, efficiently, and effectively use the space to provide better service to the public. It is anticipated the existing Civic Center may be re-used to

accommodate City functions that now reside in leased space if the Police Department is located in a separate facility either on the City-owned Civic Center campus or in another location. This project would result in: (a) in the short-term, a concrete definition of the space needs and adjacencies required to support operations at a new Police Department facility, and (b) in the long-term, a facilities and redevelopment strategy for the Civic Center.

Students are expected to develop a series of design ideas for: (a) options for overall organization and redesign of the building to include site considerations or additions and possibility of new structures to withstand seismic loads required for emergency services, and (b) public and private circulation with attention to work station design and layout, public service counters, meeting spaces, and workspace resulting in a prototype for a public space and an office space. Their work is expected to be of better quality if informed by programming and stacking documentation generated by a professional architect. The architect would then refine the ideas generated by the students and refined by City input to create a preferred alternative, cost estimates, and a phasing strategy. Using existing funds, the City is soliciting, through an informal request for proposals, an architect to work collaboratively with professor(s) and students participating with SCI. The goal of this project is to have the analysis, design, and cost estimate needed for a new Police facility by the spring of 2011.

- *Market Analysis: Supply Chain and Business Clusters.* In consultation with staff, SEDCOR, and Mid-Willamette Valley Council of Governments, SCI will conduct market research on "target" industries to identify their overall growth potential and evaluate how well the industry needs fit with Salem's economy. Within each target industry, students will identify industry-specific supply chains or businesses that provide input to the industry. The research will assess whether Salem has the land, utility, and workforce capacity to grow the business industry cluster and individual business development along the supply chain. It will identify market barriers and strategies (including incentives) necessary to support development of the industry cluster. Using data from the regional Economic Opportunities Analysis (EOA), UO will identify geographic areas to target cluster development based on existing development patterns, zoning, and site characteristics such as access to utilities, transportation, similarly skilled labor, and customer base.

UO will also evaluate the overall position of the City and its current industry mix to determine market segment size, growth potential, trends, location criteria, and typical business demand for utilities, space, labor (skills and volume), and access to transportation network or other unique factors to each target industry. This analysis will also articulate the effect of the current economic climate, recommend methods for the retention of existing business, and attraction of new business to the area. Salem anticipates involving the Oregon Business Development Department, Chemeketa Community College, Enterprise for Education, and Oregon Employment Department in this project as well. As a result of this project, Salem and its economic development partners will have the ability to be more strategic and proactive in pursuing family-wage jobs for Salem residents. This project aligns directly with Council's goal to partner and attract more family-wage jobs.

- Downtown Parks Connectivity.* With the goal of connecting Salem's core area parks with a system of urban trails and bicycle routes that improve pedestrian and bicycle accessibility and enhance the recreational potential of the parks system and enjoyment of parks patrons, students will integrate recommendations from all previous plans, studies, and reports into a single, comprehensive, and cohesive Parks Connectivity Plan. The Plan will focus on: (1) Wallace Road trailhead for Union Street Railroad Bicycle and Pedestrian Bridge and points west, (2) Glen Creek Road access to Wallace Marine Park, (3) Union Street access to downtown and Railroad Bridge, (4) Center Street Bridge bicycle and pedestrian ramps, (5) Court Street access to Riverfront Park, and (6) future connections or accesses expected at the southern tip of Riverfront Park, along Pringle Creek, and across Willamette Slough to Minto-Brown Island. This project is aligned with the Council goal of parks master planning, achieving the vision described by Vision 2020, and improving bicycle and pedestrian connections in conjunction with revisions to the Transportation Systems Plan.
- Civic Engagement Strategy.* Students will develop a civic engagement strategy to include methods of optimizing which outreach/involvement tools (new technologies, etc.) are most appropriate to utilize for a given program, project, or issue, resulting in wider representation and participation in decision making. This project is aligned with two City Council goals: (1) Enhance civic engagement and communication to effectively reach all segments of our community and ensure the broadest possible community awareness and representation in decision-making, and (2) develop a communication and outreach strategy that uses new technology and existing effective best practices including the City's website, podcasts, webinars, and new technologies as communications tools. This project will also fulfill an outstanding goal of the 2007 Neighborhood Task Force of establishing Citizen Involvement Plans to gather input for all major Council items.
- Downtown Traffic Circulation.* Students will develop viable alternatives to enhance circulation of all modes of travel through and within downtown in a manner that encourages bicycle and pedestrian travel aligning with the goals of Vision 2020 while simultaneously minimizing impact on vehicle and freight movement or parking capacity. Develop alternatives to the existing one-way transportation grid and test impact of alternatives on downtown traffic circulation, capacity, timing of signals and other operational impacts, and queuing. Criteria by which alternatives will be weighed should include some measure of enhanced bicycle and pedestrian safety, capacity for through vehicular movement, and cost. The resulting downtown circulation refinement plan will include cost estimates and a phasing plan for implementation. For the purposes of this project, the downtown is considered to be the area east of the Willamette River to 12th Street NE/SE and from Mission Street SE to Division Street NE. This project will support the Council goal to improve bicycle and pedestrian connections in conjunction with revisions to the Transportation Systems Plan.

- *Restoration of Minto Island Area.* The goal of this project is to analyze recreational and enhancement impacts and opportunities to help restore Minto-Brown Island to a more natural state, in the context of other Willamette River projects, create more connections to the River, and enhance the natural, ecologically focused theme for the area. The City has identified three possible projects in this area which may be analyzed concurrently or in isolation, including (1) developing a cost estimate and steps required for opening of the slough with a focus on back channel habitat restoration to include analysis of the impacts on the City's recreational resources at Minto-Brown Island Park; (2) examining the potential for landscape restoration in areas adjacent to the National Resources Conservation Service (NRCS) easement area; and (3) expanding planning for possible trails, pathway connections, or interpretive areas for the NRCS easement areas based on public input and contours. The project will support the Council goal of encouraging environmental best practices through City policies, projects, and programs.

Intergovernmental Agreement

The IGA outlines the responsibilities of each party through the SCI (Attachment A). If approved, the IGA provides for:

- SCI preparation of coursework, research and analysis, and supervision of student projects, presentations, and reports.
- Staff negotiation of scopes of work for each individual project, to be signed by City Manager, SCI Co-Chair, project lead, and lead faculty.
- Staff transfer of existing data and documentation, technical assistance, and other relevant information to support the project, conduct outreach to stakeholders and public as needed to keep them informed.
- Flexibility on the part of the City Manager to make modifications to scope of projects or to include additional coursework, as merited, within the not-to-exceed sum.
- Joint ownership of work products such as architectural renderings, plans, and reports.
- Invoicing from SCI, on a time and materials basis, following the end of each academic quarter.

City Funding Allocation to Support Salem SCI Projects

Fund Source	FY 2009/10	FY 2010/11
Urban Development: Economic Development Project Funds	\$60,000	
Public Works	\$16,000	\$14,000
NRCS Easement Proceeds	\$25,000	
Non Departmental (Budgeted FY 2010/11)		\$45,000
<i>Total Expenses Not to Exceed \$160,000</i>		

NEXT STEPS:

Pending approval of the IGA, staff will continue further discussion and negotiations with faculty and staff of SCI regarding the projects. Staff will also begin to prepare for a fall academic quarter field trip of students and faculty to project areas. And, if the IGA is approved, staff will begin implementation of a communication plan in collaboration with UO.

Attachment A: Intergovernmental Agreement Between the City of Salem, Urban
Renewal Agency of the City of Salem, Oregon, the Salem Housing
Authority and the State of Oregon, by and through the University of
Oregon

Report Prepared by: Courtney Knox, Project Manager, Urban Development

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SALEM,
URBAN RENEWAL AGENCY OF THE CITY OF SALEM, OREGON,
THE SALEM HOUSING AUTHORITY AND
THE STATE OF OREGON, BY AND THROUGH THE UNIVERSITY OF OREGON**

INTERGOVERNMENTAL AGREEMENT entered into between the City of Salem, an Oregon municipal corporation, (the City), the Urban Renewal Agency for the City of Salem, Oregon, an Oregon quasi-municipal corporation, (the Agency) the Salem Housing Authority, an Oregon quasi-municipal corporation (the Housing Authority), collectively referred to as "Salem," unless context indicates otherwise, and the State of Oregon, by and through the University of Oregon, an Oregon municipal corporation (the UO).

RECITALS:

- (a) Salem provides a variety of services, programs and infrastructure to meet the needs of Salem area residents, businesses and visitors. To better serve the community, Salem proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.
- (b) On annual basis, the UO selects one community in Oregon to develop a year-long partnership through its Sustainable Cities Initiative program (SCI). Through collaboration with its partner community, SCI seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.
- (c) SCI is a unique collaboration of faculty and students from architecture, landscape architecture, community and regional planning, business, public policy and management, and law disciplines. Focused on enhanced student learning through an examination of the real world issues facing local government, the program is funded through a variety of grant resources and a match from the selected community. Participation in SCI also includes support from the UO's School of Law, Library, and Media Relations division.
- (d) For its 2010-11 academic year, the UO has selected Salem for SCI and desires to support Salem with design, planning, research, analysis, and public policy services (Services) pursuant to the terms and conditions of this Agreement.
- (e) Salem desires the assistance of the UO faculty and staff who are participating in SCI to work with Salem on up to 20 transportation and parks planning, civic engagement, economic development, redevelopment and urban renewal projects ("Projects").

- (f) Salem expects to dedicate staff time to support SCI's multi-disciplinary approach and resources from fund sources appropriated in the 2010-11 budgets for City, Agency and Housing Authority to support each Project.
- (g) Salem and the UO are authorized by ORS 190.110 to enter into this intergovernmental agreement whereby the UO will provide certain development, design and analysis services for Salem.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term. This Agreement shall become effective upon the date of the last signature of all parties hereon, and shall continue until the completion of the Projects and full payment of all costs incurred in such completion have been fully paid, or until terminated as provided in Section 7 of this Agreement. Expenditures on the project may be incurred as of July 1, 2010.

Section 2: Project Duties.

2.1 Duties of Salem. Salem will develop up to 20 Projects and provide a Scope of Work for each Project, as described in Section 2.3, to UO. Salem will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Salem will also host student field trips in an effort to establish context for each Project. Salem will participate in a kick-off event, mid-course reviews of student progress and year end activities. Salem will support preparation and implementation of the SCI communications plan and organize stakeholders or public engagement activities as necessary in support of each Project.

2.2 Duties of UO. The UO shall, consistent with the Scope of Work for each Project, as described in Section 2.3, provide design, planning, research, analysis, and public policy services to Salem, related to transportation and parks planning, civic engagement, economic development, redevelopment and urban renewal. UO will develop coursework, supervise student projects, and prepare report and presentation materials to be released in electronic and paper format representing summary of coursework, key findings and recommendations for each Project. UO will hire student workers familiar with the Projects to assist in the development of the final reports. The UO will coordinate at least two events to kick off and conclude the 2011-11 academic year to involve UO faculty and students and Salem officials and staff. UO will, in collaboration with Salem, prepare communications plan and publicity materials outlining the SCI initiative and the Projects.

2.3 Scope of Work. The Scope of Work provided by Salem for each SCI project shall: include a description of the purpose of each Project; identify Project objectives and desired outcomes,

deliverables and work products; establish a timeline and major milestones; contain a proposed budget; and include Salem and UO Project-specific contact information and responsibilities. Each Scope of Work shall be signed by an authorized representative of each party. Each Scope of Work may be amended, in writing, by each party's authorized representative. The authorized representative for the City, Agency and Housing Authority is: Linda Norris, who serves as the City Manager for Salem, and the Executive Director of the Agency and the Housing Authority, or other such individual as she may designate in writing. The authorized representative for the UO is: Paula J. Roberts, Ph.D., who serves as the Associate Vice President and Director of ORSA or other such individual as she may designate in writing. After execution of this Agreement, the parties may agree to additional Projects pursuant to the terms of this Agreement.

3. UO OBLIGATIONS

3.1 UO shall perform all tasks and complete all services defined and described in each Scope of Work for each Project issued by Salem and approved by UO. The task and services defined and described in each individual Scope of Work shall hereinafter be referred to as "Work." Each Scope of Work shall include a "not to exceed" amount based on the Work provided thereunder. Salem may require a change in the Scope of Work, provided that any such change shall be require that Salem and UO have first negotiated any appropriate change to the not to exceed amount based on the changed Scope of Work.

3.2 UO shall be responsible to accomplish all Work described in each Scope of Work, whether or not expressly enumerated therein; EXCEPT that UO shall not be obligated to undertake any task or do any Work designated therein as the responsibility of Salem.

3.3 UO shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each Scope of Work, except as otherwise expressly provided therein.

3.4 UO shall be fully and exclusively responsible to engage and compensate all subcontractors and sub-consultants as UO deems necessary to accomplish the Work described in each Scope of Work.

3.5 Exhaustion of the maximum amount payable under this Agreement without completion of all Work described in a Scope of Work shall not relieve UO of the obligation to complete full performance of that Work. It is the intent of the parties that the basis for UO's compensation is a not to exceed amount for each Project unless otherwise stipulated by Salem.

4 SALEM'S OBLIGATIONS

4.1 Compensation. Salem shall compensate UO for the Work for each Project as follows; UO's fee for the performance of Work shall be based on the time and materials expended by UO in furtherance of the Project, as set forth in each Scope of Work. In no event shall Salem be obligated to pay more for a particular Project than the maximum sum identified in the Scope of Work. Total compensation paid by Salem to the UO pursuant to this Agreement for all Projects shall not exceed:

Urban Renewal Agency:	\$125,000.00;
Salem Housing Authority:	\$60,000.00; and
City of Salem:	\$160,000.00.

Salem expects to receive itemized invoices from UO with two weeks following the completion of each academic quarter. Invoices from UO are to be sent to Salem at the address below:

City of Salem Urban Development Department
350 Commercial St. NE
Salem, OR 97301-3412
Phone: 503-588-6178
Fax: 503-589-2054
Email: cknox@cityofsalem.net

4.2 Funds Available and Authorized. Salem reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Salem's intention to make all payments due hereunder if funds are legally available, and in that regard Salem represents and warrants to UO that the Work and Projects contemplated in this Agreement are important to Salem. If, despite the above, sufficient funds for this Agreement are not available for the next succeeding fiscal year for such purposes to continue work under the Agreement and make payments hereunder, Salem may terminate the Agreement by providing written notice to UO, without penalty, effective at the end of the current fiscal year for which funds have been allocated, and if not so terminated, Salem will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of this

Agreement, but Salem shall be obligated to pay all charges incurred through the end of such fiscal year for each Project.

Section 5: Qualified Work. The UO represents by entering into this Agreement that its faculty is fully qualified to perform all the work required under this Agreement, and will supervise student work and preparation of deliverables and work products to assure such deliverables and work products meet professional standards.

Section 6: Ownership of Work Product. All work product produced pursuant to this Agreement is jointly owned by UO and the entity for whom the Work is performed. By their signatures hereon, each party hereby grants permission to the other parties to copy or distribute any work product for any legitimate purpose.

Section 7: Termination. This Agreement may be terminated by written mutual consent of all the parties. In addition, the City, the Agency or the Housing Authority may withdraw from this Agreement, by giving all other parties not less than thirty (30) days written notice. Any termination or withdrawal pursuant to this Section above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Section 8: Amendments. Except as otherwise provided for a Scope of Work in Section 2.3, this Agreement may not be amended except upon the written agreement of all the parties.

Section 9: Waiver. No provision of this Agreement may be waived except in writing by the party waiving compliance. Any waiver, if made, shall be effective only in the specific instance and for the specific purpose given. No waiver of any provision of this Agreement shall constitute waiver of any other provision in this Agreement, whether similar or not, or shall constitute a continuing waiver of the provision waived. Failure to enforce any provision of this Agreement shall not be deemed a waiver of the provision or of any other provision.

Section 10: Choice of Law, Venue.

10.1 This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws principles. Venue for litigation of any action regarding this Agreement shall be in the Circuit Court for Marion County, State of Oregon, unless the action is brought in federal court, in which case venue shall be in the federal district court for the District of Oregon, in Eugene, Oregon. Each party to this Agreement expressly waives any and all rights to maintain an action under this Agreement in any other venue.

10.2 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect any other provisions. In the event of such finding, the parties shall immediately meet and negotiate new provision, to reflect the intent

and purpose of the provision, preserving to the fullest extent permitted the intent of the parties as set forth in this Agreement upon its effective date.

Section 11: Relationship.

11.1 The City, the Agency, the Housing Authority and the UO are not, by virtue of this Agreement, agents for the other party; nor are they partners nor joint venturers in connection with activities carried on under this Agreement, and neither party shall have an obligation with respect to each other's debts or other liabilities.

11.2 The individuals participating on behalf of each party, including their officers, employees, and agents of each party are not the officers, employees, or agents of the other party, and are not eligible for any benefits through the other party, including without limitation, wages, federal social security, health benefits, workers' compensation, or retirement benefits.

Section 12: Indemnification.

12.1 Subject to the limitations and conditions of ORS 30.260- 30.300 and Article XI, Section 7 of the Oregon Constitution, the City, the Agency, the Housing Authority and the UO agree to save, indemnify and hold harmless the other party for the negligent or intentionally wrongful acts of their own respective officers, employees, agents, and subcontractors and sub-consultants in performing the Work pursuant to this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation that is in any way related to this Agreement.

Section 13: Notice.

13.1 Any notice required or authorized to be given to the City, the Agency or the Housing Authority shall be given by first class mail to Linda Norris, City of Salem, 555 Liberty Street SE, Room 220, Salem, OR 97301, or to such other address as Norris may hereafter specify in writing.

13.2 Any notice required to be given to UO shall be given to Paula J. Roberts, Ph.D., Associate Vice President and Director of ORSA or other such individual as she may designate in writing. Mailed notice shall be sent to UO at Research Services and Administration, 1600 Millrace Drive Suite 106, 5219 University of Oregon, Eugene, OR 97403-1995 or to such other address as UO may hereafter specify in writing to Salem.

Section 14: Exemption from Public Contracting Requirements. Pursuant to ORS 190.110(4), the parties specifically exclude the provisions of: 279B.220, 279B.225, 279B.230, 279B.235, 279B.270 or 279C.500 to 279C.530.

Section 15: Compliance with Applicable Law. The parties shall comply with all federal, state and local laws and ordinances applicable to this Agreement. The parties agree that no person shall, on the grounds of religion, disability, sexual orientation, gender identity, source of income, domestic partnership or familial status, race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement. The parties agree to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

Section 16: Workers Compensation. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

Section 17: 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.

Section 18: Access to Records. Each party to this Agreement shall have access to the other party's documents, investigative reports, papers and other records which are directly pertinent to this Agreement for the purposes of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three years or longer where required by law.

Section 19: No Third Party Beneficiaries. The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Section 20: Severability. The parties agree that if any term or provision of this 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 to be invalid.

Section 21: Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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

Linda Norris, City Manager, City of Salem

Date

Linda Norris, Executive Director,
Urban Renewal Agency of the City of Salem

Date

Linda Norris, Executive Director,
Salem Housing Authority

Date

Paula J. Roberts, Associate VP and Director of ORSA
University of Oregon
Office of Research and Service Administration