# OPERATING AGREEMENTS

### FOR THE JOINT USE OF FACILITIES AT THE NEW COLUMBIA COMMUNITY CAMPUS

This agreement is entered into by the Housing Authority of Portland, School District No. 1J Multnomah County, Oregon, City of Portland Bureau of Parks & Recreation and the Boys and Girls Club of the Portland Metropolitan Area, on the \_\_\_\_ day of \_\_\_\_, 2011.

*Whereas,* the parties to this agreement are mutually interested in providing programs and services that benefit the Portsmouth neighborhood and the wider community;

*Whereas,* these parties recognize that through collaboration they can enhance the quality and quantity of the programs and services they can collectively offer at New Columbia;

*Whereas*, these parties recognize that a framework of operating agreements is critical to successful collaborations of this kind; and

Whereas, each party is empowered, by the laws that pertain to it, to enter into such an agreement,

*Now therefore,* for and in consideration of the mutual promises and agreements of the parties herein contained, it is agreed as follows.

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#### Article I. Vision

#### Section 1.01 Vision

The Community Campus at New Columbia will recreate a center of community by combining the missions, programs and resources of public and private institutions. In so doing, this combined partnership will support the whole child, the whole neighborhood and the whole community.

#### Section 1.02 Guiding Principles

The public and private institutions committed as partners in the development of the Community Campus at New Columbia agree to the following guiding principles.

- (i) CREATE a whole campus that is greater than the sum of its parts.
- (ii) SHARE equally in the vision.
- (iii) SUPPORT strong and meaningful relationships among partners, users and place.
- (iv) IDENTIFY and implement joint use of space and increase operational efficiencies, demonstrating to citizens the responsible use of limited resources.
- (v) COMPROMISE by envisioning what could be rather than what is.

#### **Article II. General Provisions**

#### Section 2.01 Purpose of Agreements

The purpose of these operating agreements is to enable the partners to make effective and efficient use of the facilities at New Columbia to benefit their diverse constituencies. A Community Campus Site Map appears in Appendix A.

- (a) The facilities currently covered by these agreements include University Park Community Center, Rosa Parks Elementary School, the Regence Boys and Girls Club, and the Housing Authority of Portland New Columbia site.
- (b) The New Columbia campus may be expanded in the future through the addition of new facilities operated by original partners or the addition of new partners and their facilities.

#### Section 2.02 Parties to These Agreements

- (a) Regence Boys and Girls Club
  - (i) Vision To be one of the best Boys and Girls Clubs in the country and an outstanding youth guidance and development agency in our community, through quality staff, facilities and programs supported by financial stability and clearly defined standards.
  - (ii) Mission To inspire and enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.
  - (iii) **Presence in New Columbia** The Community Campus at New Columbia includes a Boys and Girls Club, connected by a Shared Space with the elementary school.

#### (b) Housing Authority of Portland

- (i) Vision The Housing Authority of Portland will be a community leader to create public commitment, policy and funding to preserve and develop affordable housing.
- (ii) Mission To assure that the people of the community are sheltered, with special responsibility to those who encounter barriers to housing because of income, disability or special need. To promote, operate and develop affordable housing that engenders stability, self-sufficiency, self-respect and pride in its residents and represents a long-term community asset.
- (iii) **Presence in New Columbia** In addition to its fiscal contributions to the development of facilities within the Community Campus at New Columbia, the Housing Authority of Portland will play a leadership role in helping to ensure that the facilities, programs and services of partner agencies contribute to the development of a vibrant community at New Columbia.

#### (c) Portland Parks and Recreation

- (i) Vision Portland's parks, public places, natural areas and recreational opportunities give life and beauty to our city. These essential assets connect people to place, self and others. Portland's residents will treasure and care for this legacy, building on the past to provide for future generations.
- (ii) Mission Portland Parks and Recreation contributes to the city's vitality by establishing and safeguarding the parks, natural resources and urban forests that are the soul of the city, ensuring that green spaces are accessible to all; by developing and maintaining excellent facilities and places for public recreation, building community through play and relaxation, gathering and solitude; and by providing and coordinating recreation services and programs that contribute to the health and wellbeing of residents of all ages and abilities.
- (iii)Presence in New Columbia Portland Parks and Recreation will facilitate access to the University Park Community Center (UPCC), which focuses service delivery to North Portland and New Columbia as well as the greater Portland Community.

#### (d) Portland Public School District #1

- (i) **Mission** The mission of the Portland Public Schools is to support all students in achieving their very highest educational and personal potential, to inspire in them an enduring love for learning and prepare them to contribute as citizens of a diverse, multicultural and international community.
- (ii) **Presence in New Columbia** The Community Campus at New Columbia includes an elementary school, connected by a Shared Space with the Boys and Girls Club.

#### Section 2.03 Terms of Agreements

- (a) Effective Date These agreements will become effective as soon as the governing bodies of all of partner agencies have formally adopted them.
- (b) **Duration** These agreements will remain in effect through June 30, 2015, with the option to renew through June 30, 2020, if all parties agree.

#### Section 2.04 Changes in Partnership

(a) Withdrawal from Partnership

- (i) Notice Required Should any partner agency arrive at a considered determination that it must withdraw from the partnership, it will give the remaining partners no fewer than 90 days' written notice of its intent to withdraw.
- (ii) Fulfillment of Obligations The withdrawing partner will fulfill all commitments with respect to these operating agreements, including granting access to its facilities and paying for access to other facilities, until the conclusion of the 90-day notice period, unless explicitly relieved of these obligations by the remaining partners. If it was a party to a continuing partnership obligation to an outside entity, such as a grant or contract, the withdrawing partner will fulfill its designated responsibilities until they are fully discharged or until it has been explicitly relieved of them by the remaining partners.
- (b) Admission of Additional Partners
  - (i) Additional agencies may be added to the partnership by the agreement of the partners, either to replace a partner that has withdrawn or to expand the partnership in the furtherance of its goals.
  - (ii) The selection of new partners will be guided by the shared vision and guiding values presented in Article I.

#### Article III. Communication and Collaboration

Section 3.01 Understandings

- (a) It is understood that the overarching purpose of this Community Campus is to establish a vibrant hub for the Portsmouth neighborhood and the larger community, offering a diverse set of programs and services to residents of all ages.
- (b) It is understood that achieving this purpose will require effective communications and collaboration, undertaken to optimize the programs and services of each partner agency by creating an integrated whole that adds value to all of them.
- (c) It is understood that one critical element of realizing this vision is the partners' commitment to represent the campus as a whole.
- (d) It is understood that a strong, integrated campus will better position the Community Campus to attract funding support to sustain and enhance programs and services.

#### Section 3.02 Communications

- (a) Collegial Communication Believing that the foundation of effective collaboration is ongoing communication, the partners will establish and maintain expectations that staff members at all levels will develop and maintain collegial interagency relationships appropriate to their roles. New staff will receive a campus partnership orientation
- (b) Ongoing Management Communications The campus facility managers will maintain ongoing communication with one another in the course of performing their respective management responsibilities, including the use of the New Columbia Community Campus website and shared calendar.
- (c) Collaborative Promotion The campus facility managers will establish and

maintain expectations that employees and volunteers will serve as positive and informed spokespeople for all other partners and their programs and services.

#### Section 3.03 Operating Committee

- (a) Membership The membership of the Operating Committee will include the managers of the campus facilities: the Regence Boys and Girls Club Unit Director; the Principal or designee of the Rosa Parks Elementary School; the UPCC Recreation Supervisor; and the Housing Authority of Portland Residents and Community Services Program Supervisor.
- (b) Meetings The Committee will meet quarterly, or more often if necessary, to address operating issues related to sharing the campus and working together to better serve the community. Each member of the Committee will make every effort to attend all meetings, and, if unable to attend, the member will send a designee.
- (c) Annual Retreat An Annual retreat will be held with all staff in the spring of each year to further reinforce partnership by reviewing agreements in critical areas, including, but not limited to reaffirming the roles and responsibilities of the Operating Committee and the partners.
- (d) **Recordkeeping and Communications** The Committee will document its decisions and ensure that each partner agency is informed of them in a timely manner.
- (e) Quarterly Review Each quarter there will be a review of critical issues which will include, but not be limited to, the following.

(i) Behavioral expectations and sanctions, including:

- 1) Maintaining the common code of conduct for staff, volunteers and participants across facilities;
- Reconciling their agencies' respective behavior policies and practices, particularly those that exclude children and youth from facilities;
- 3) Exchanging information about children and their families within the framework of their agencies' respective policies and practices; and
- 4) Combining resources and expertise to weave a better safety net for children and families.
- 5) Collaborating on communications tools.
- 6) Considering the incorporation of the 40 developmental assets as a wrap around intentional component of programming.
- (ii) Programming to meet community needs and interests, including:
  - 1) Assessing the needs and interests of children and youth in the community campus service area;
  - 2) Reviewing their agencies' current program offerings to identify gaps and overlaps,
  - 3) Assisting in the dissemination of information about the programs and services offered by all partners;
  - 4) Assisting in promotion of those services; and
  - 5) Other Functions identified by the Operating Committee that help to create an integrated program for children and families.

(iii) Supervision of children and youth, including:

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- 1) Having a shared understanding of each other's supervision needs and practices;
- 2) Maintaining a safe and appropriate environment for children and youth participating in their programs;
- 3) Maintaining a safe, secure and wholesome environment in the Community Campus as a whole, including the parks and other outdoor areas where youth and others who are not participants in their programs may gather
- 4) Developing recommendations regarding any provisions of an approach that have resource implications, such as the installation of security technology, and the implementation of a joint emergency action plan;
- 5) Identifying additional resources in the New Columbia community that can be incorporated into the implementation of that approach, such as New Columbia security and the Portland Police Bureau;
- (iv) Opportunities to reduce operating costs through cooperation, such as joint purchasing arrangements and the exchange of goods and services among partners.
  - 1) Shared staff training and professional development opportunities that will enhance collaboration as well as individual programs.
  - 2) The maintenance of a master calendar for facility scheduling for all Community Campus events and activities.
  - 3) Assign annual Operating Committee Coordinator.
  - 4) Revisiting the Operating Committee Coordinator assignment, determining whether this will be a rotating responsibility within the Operating Committee or an additional position and, if the latter, resolving issues including, but not limited to: level of effort (FTE); responsibilities and reporting requirements; which partner will assume employer responsibilities; and how the partners will share the costs associated with this function.
  - 5) Developing shared marketing and fundraising initiatives that would enable them to expand campus programs and enhance collaboration.

#### Section 3.04 Operating Committee Coordinator

- (a) **Responsibilities** An Operating Committee Coordinator will be designated to assume responsibility for shared functions, including, but not limited to, the following:
  - (i) Convening the operating committee and chairing its meetings;
  - (ii) Facilitating the resolution of disputes within the Operating Committee;
  - (iii) Coordinating the implementation of Operating Committee plans and

procedures

- (iv) Facilitating requests for Quarterly Grants.
- (v) Leading planning of the Annual Retreat.
- (vi) Assisting with record keeping.

#### Section 3.05 Partnership Meetings

- (a) **Annual Meeting** The partners, in the persons of the agency directors or their designees, will meet annually to address issues related to the continuation of the partnership, including but not limited to:
  - (i) Reviewing the operating agreements and amending them, as indicated, to ensure that they effectively support the partnership, to accommodate changes in circumstances or to take advantage of new opportunities for collaboration;
  - (ii) Evaluating the campus's collective services in light of changing community needs and interests.
- (b) Additional Meetings The agency directors or their designees will meet at other times, as required, to address issues of policy and other issues the Operating Committee was unable to resolve or to address issues and opportunities identified by one or more partners.

#### Section 3.06 Dispute Resolution

- (a) **Operating Committee** It is the intent of this agreement that disputes will be resolved at the lowest level possible. Whenever possible, disputes regarding operational issues will be resolved by the Operating Committee. The Campus Coordinator will facilitate the resolution of disputes within the Operating Committee if necessary.
- (b) **Partners** The Operating Committee will refer issues of policy, issues with resource implications and other issues it cannot resolve to the partners, i.e. the agency directors or their designees collectively.

#### Article IV. Joint Use of Facilities

#### Section 4.01 Term of Joint-use Agreements

The agreements in Section 4 regarding the joint use of partner facilities will be subject to review at the annual partner meeting.

#### Section 4.02 University Park Community Center

#### (a) Understandings

- (i) It is understood that the Portland Parks and Recreation's University Park Community Center facility is intended primarily for park and recreation purposes for the benefit of residents of all ages in New Columbia, its broader North Portland community and throughout the city of Portland. It is further understood therefore that other uses shall be compatible with this primary mission.
- (ii) It is understood that Portland Parks and Recreation must honor the tenant and partnership rights of social service agencies and other groups now housed at

UPCC. It is further understood that the continuation, and possible expansion, of such arrangements in the future is central to the Portland Parks and Recreation mission.

- (iii) It is understood that Portland Parks and Recreation must preserve the flexibility to respond programmatically to the diverse and changing needs of the immediate community and the city at large.
- (iv) It is understood that Portland Parks and Recreation is required by the city of Portland to meet specified revenue generation expectations and expenditure limitations and must therefore receive compensation for the use of its space through the collection of user fees and/or reciprocal access to partners' facilities.
- (v) It is understood that University Park Community Center must receive facility use requests in a timely fashion and within deadlines that accommodate quarterly catalog programming and print deadlines.
- (vi) It is understood that, because sports, fitness and recreation constitute one-fifth of the Boys and Girls Club program, adequate gym access is central to its mission.
- (vii) It is understood that physical education and related activities are an integral part of the school district's elementary curriculum.
- (viii) It is understood that the Housing Authority of Portland, having contributed to the cost of its renovation, will have a right to access the UPCC multipurpose room (old gym) for periodic community meetings, as provided for in section 4.04, Scheduling Occasional Use of Campus Facilities, and section 5.01, Fees for Use of Campus Facilities.
- (ix) It is understood that use of the University Park Community Center facility will be in accordance with the policies of the City of Portland, the laws of the State of Oregon and the provisions of these operating agreements.
- (b) Regular Joint-use Provisions
  - (i) **School Use** Rosa Parks Elementary School will be granted access to one gym court for the purpose of physical education instruction and other educational and activity purposes involving students during the school day.
  - (ii) **Boys and Girls Club Use** The Regence Boys and Girls Club will have access to one gym court for activities involving club members during mutually agreed upon hours of operation.
  - (iii) **Facilities** Both the Regence Boys and Girls Club and Rosa Parks Elementary School will specify their quarterly needs for facility access no later than February 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and November 1<sup>st</sup> of each year to enable Portland Parks and Recreation to develop a comprehensive community center schedule. Compensation for all uses will be consistent with Section 5.01.
  - (iv) **Care of Facility** All partners will assume responsibility for vacating the gym in the condition in which they found it.
  - (v)Access to Storage Portland Parks and Recreation will provide storage for the Regence Boys and Girls Club and Rosa Parks Elementary School, to the extent possible
  - (vi) **Third Party Use** Neither the Boys and Girls Club nor Rosa Parks Elementary School will have the right to grant gym access to a third party. Portland Parks and Recreation will have the right to use the court, or grant access to a third party, during scheduled school and Boys and Girls Club

times if those parties do not need it. Boys and Girls Club and Rosa Parks Elementary School will let Portland Parks know if it will not need the gym at a scheduled time so that other users may be permitted.

(vii) **Closure of Facility.** PPR may on occasion be required to close the facility for the purpose of maintenance or repair, or in emergencies. PPR will make a good faith effort to limit such closures and give adequate notice under the circumstances of the closure. PPR will not be liable for any inconvenience to the partners that such closures may cause.

#### (c) Occasional Joint-use Provisions

(i) All Community Campus partners will have access to spaces within the University Park Community Center as provided for in section 4.04, Scheduling Occasional Use of Campus Facilities, and section 5.01, Fees for Use of Campus Facilities.

Section 4.03 Shared Space Connecting Rosa Parks Elementary School and Regence Boys and Girls Club

#### (a) Understandings

- (i) It is understood that regular joint use of the Shared Space will be limited to the Regence Boys and Girls Club and Rosa Parks Elementary School and that use by Portland Parks and Recreation and the Portland Housing Authority of Portland will be on an occasional basis through prior arrangement. (The Floor Plan of the Shared Space appears in Appendix D.)
- (ii) It is understood that the Shared Space between Rosa Parks Elementary School and the Regence Boys and Girls Club is intended primarily to support the services those agencies offer to children and youth. It is further understood that any other uses shall be compatible with those agencies' primary missions.
- (iii) It is understood that the Shared Space includes the covered outdoor play area.
- (iv) It is understood that use of the Shared Space will be in accordance with the policies of Portland Public Schools and of the Boys and Girls Club, the laws of the State of Oregon and the provisions of these operating agreements.
- (b) Regular Joint-use Provisions

(i) **School Use** The school will manage the Shared Space before school, during school hours and for a period of thirty minutes (as necessary) after school dismissal, with the following provisions.

- 1) The Boys and Girls Club will have access to the kitchen for the purpose of preparing after-school meals.
- 2) Other ongoing or occasional arrangements mutually agreed upon by the Boys and Girls Club and Rosa Parks Elementary School.

(ii) **Boys and Girls Club Use** The Boys and Girls Club will manage the Shared Space thirty minutes after school dismissal (or earlier as available) until the end of its hours of operation when school is in session and during its expanded hours of operation during school vacations, with the following provisions.

- 1) The school will have occasional access to the kitchen and the eating area by prior arrangement for the purpose of hosting evening events that include meal service.
- 2) The school will have occasional access to the kitchen by prior arrangement for the purpose of preparing food to be served in the school itself during afternoon and evening meetings and events.
- 3) Other ongoing or occasional arrangements mutually agreed upon by the Boys and Girls Club and Rosa Parks Elementary School.
- (iii) **Shared Use** The school district and the Boys and Girls Club will arrange to use the Shared Space at other times (i.e. outside the operating hours of either party) through mutual agreement.
  - 1) The district will have access to the Shared Space to support other sanctioned school, community and district activities including, but not limited to, Saturday School and staff development activities.
  - 2) The Boys and Girls Club will have access to the Shared Space for sanctioned club activities including, but not limited to, sleepovers and fundraising events.
- (iv) Third Party Use The school district will have the right to grant access to a third party during the time it has management authority. The Boys and Girls Club will have the right to grant access during the time it has management authority. During times neither party has management authority, access will be granted through permission by both Rosa Parks Elementary School and the Boys and Girls Club.
- (v) Storage The school district and the Boys and Girls Club will reach agreements regarding the storage of consumables and other items not shared, particularly in the kitchen and classrooms.

(vi) Furnishings and Equipment The school district and the Boys and Girls Club will collaborate to maximize the resources they collectively bring to furnishing and equipping the Shared Space.

(c) Occasional Joint-use Provisions

(i) All Community Campus partners will have access to spaces within the Shared Space as provided for in section 4.04, Scheduling Occasional Use of Campus Facilities, and section 5.01, Fees for Use of Campus Facilities.

#### Section 4.04 Scheduling Occasional Use of Campus Facilities

(a) **Reservations** Partners who wish to arrange access to another partner's facility on an occasional basis must follow the established procedure that applies to that facility.

#### Article V. Compensation for Facility Use

### Section 5.01 Fees for Use of Campus Facilities

- (a) **Compensation** Compensation for the use of a facility owned and managed by another partner may be either in-kind, including but not limited to reciprocal facility access, or monetary, by mutual agreement.
- (b) Collection Each partner will assess, collect and account for user fees generated

by other partners' use of its facilities, according to its established policies and practices.

- (c) **Transparency** Each partner will provide an updated fee schedule at the annual partnership meeting that discloses the fee agreements that apply to all other partners, as well as the basis of the established fees. The following kinds of costs may be factored into the calculation of user fees:
  - (i) custodial costs, including related services such as refuse removal;
  - (ii) maintenance costs, including the repair and replacement of surfaces, equipment and furnishings;
  - (iii) system costs, including technology, communications, security and utilities;
  - (iv) impact on ancillary spaces, such as restrooms and hallways, as well as primary activity spaces; and
  - (v) loss of revenue from alternative uses, including the partner's own programs as well as rental revenue from users outside the partnership;
- (d) Fee Adjustments User fees for partner agencies may be reduced in consideration of the following factors:
  - (i) in-kind contributions, such as the provision of services, supplies, equipment or furnishings;
  - (ii) reciprocal access to facilities;
  - (iii) fundraising or marketing support; and
  - (iv) adjustments intended to reinforce the partnership or benefit the Community Campus as a whole.

#### Article VI. Facility Management

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Section 6.01 Facility Maintenance

#### (a) Custodial and Maintenance Services

- (i) Each partner will assume responsibility for providing custodial and maintenance services for the facility it owns and manages, and these costs may be included in the calculation of user fees. In the case of the Shared Space, the school district and the Boys and Girls Club will determine which of them will provide custodial and maintenance services and how they will share the costs of those services.
- (ii) The partners will explore opportunities to reduce their collective costs through cooperative agreements, which may involve strategies such as exchanging services, rotating the responsibility for providing services or taking advantage of their increased, combined buying power.

#### (b) Covenants

(i) The partners will develop and maintain expectations regarding facility cleanliness and maintenance. They will also develop guidelines for exterior appearance that maintain a sense of campus unity.

#### Section 6.02 Campus Security

#### (a) Security Services

- (i) Each partner will assume responsibility for providing security services for the facility it owns and manages, and these costs may be included in the calculation of user fees. In the case of the Shared Space, the school district and the Boys and Girls Club will determine which of them will provide security services and how they will share the costs of those services.
- (ii) The partners will explore opportunities to reduce their collective costs through cooperative agreements, which may involve strategies such as exchanging services, rotating the responsibility for providing services or taking advantage of their increased, combined buying power.

#### Article VII. Insurance

#### Section 7.01 Indemnification

(a) Subject to the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution (Article XL, Section 7), as they may apply, each party shall indemnify and hold harmless the other parties and their officers, agents, and employees from any and all liability, damages, expenses, attorneys fees, causes of action, suits, claims or judgments, arising out of or connected with (i) the party's or its invitee's use a facility, (ii) any failure of the party to comply with the terms of this Agreement, facility rules or any violation of law or ordinance, and (iii) the acts or omissions of the party, its officers, directors, agents and employees or invitees; provided, however, the party shall not be liable for claims caused by the negligence or willful acts or omissions of the other parties, their officers, directors, agents and employees.

#### Section 7.02 Workers' Compensation

(a) Each partner and its subcontractors, if any, and all employers working under these agreements are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

#### Section 7.03 Liability Insurance

Throughout the term of this Agreement, each party shall maintain public liability and property damage coverage, either through a policy or self insurance. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as the maximum limits of liability imposed on public agencies of the State of Oregon during the term of this Agreement. The insurance shall be without prejudice to coverage otherwise existing. Each party may request from the others proof of such insurance.

#### Article VIII. Agency Autonomy

The provisions of this compact are not intended to impinge upon the management of partners' programs, including, but not limited to, staff selection and supervision.

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### Article IX Amendments

This Agreement may be amended by the mutual written consent of the parties. The Director of Portland Parks & Recreation or her or his designee and the Superintendent of Portland Public Schools or her or his designee are authorized to execute amendments or Joint Program Agreements, defined in Article X, on behalf of their respective organizations without further consent or authorization by their governing bodies; provided that the amendment does not materially alter the financial obligations under this Agreement of the party, increase the assumption of risk of the party, or otherwise expose the party to increased liability; and provided further with respect to Portland Public Schools that the amendment shall have been approved by the General Counsel for Portland Public Schools.

#### Article X Disbursement of Funds for Joint Programs

The parties to this Agreement recognize that on occasion a party to this Agreement may have funds from sources such as grants, trust funds, or budget allocations that are available to be spent on programs or projects that benefit the New Columbia Campus as a whole (referred to as "Joint Program Funds"). In such cases, the most efficient way to accomplish the goals of the project or program may be to disburse some or all of the Joint Program Funds to one or more of the other parties to this Agreement, subject to the understanding that the Joint Program Funds will be used solely for the applicable project or program. So long as there is a written agreement (hereafter referred to as "Joint Program Agreement"), signed by the chief executive officer of each party or her or his designee, specifying the conditions under which the Joint Program Funds may be spent and the respective obligations of the parties to such Joint Program Agreement with respect to such Joint Program Funds, one party may disburse such Joint Program Funds to any of the other parties to be held and used in accordance with the terms of the applicable Joint Program Agreement. The party receiving such Joint Program Funds shall provide no less frequently than annually an accounting of the expenditure of the Joint Program Funds to the Operating Committee. Any Joint Program Funds not spent for the purposes specified in the applicable Joint Program Agreement, will be promptly returned to the disbursing party upon request of the disbursing party or upon completion of the project or program, whichever is first to occur.

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### HOUSING AUTHORITY OF PORTLAND

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

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

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

# PORTLAND PARKS & RECREATION

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

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

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

#### BOYS & GIRLS CLUB

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

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

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

#### PORTLAND PUBLIC SCHOOLS

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

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

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

### APPROVED AS TO FORM

Trala Ma DA CITY ATTORNEY



