

**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, Portland Public Schools, Portland Parks and Recreation and the Boys and Girls Club of the Portland Metropolitan Area, on the 10th day of October , 2006.

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 on 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

- (a) 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

- (a) 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 to reduce capital costs 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

- (a) The purpose of the New Columbia Campus is to provide for the joint development of facilities that will contribute significantly to recreating a sense of community at New Columbia and to expanding the programs and services available to children and families in the Portsmouth neighborhood and in the wider community.
- (b) The purpose of these operating agreements is to establish a framework that will 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.
- (c) The facilities currently covered by these agreements include an existing community center, a new elementary school and a new Boys and Girls Club, all located on the site of the Housing Authority of Portland New Columbia site. An analysis of the potential use of these facilities appears in Appendix B, Facility Use Matrix.
- (d) 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) Boys and Girls Clubs of the Portland Metropolitan Area

- (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 from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens.
- (iii) **Presence in New Columbia** The Community Campus at New Columbia will include 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 expand and enhance University Park Community Center (UPCC), which currently serves New Columbia and its surrounding 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 will include 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, 2007, with the option to renew through June 30, 2012, 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' 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.
- (b) **Ongoing Management Communications** The campus facility managers will maintain ongoing communication with one another in the course of performing their respective management responsibilities.
- (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 Boys and Girls Club unit director; the school principal or designee; the UPCC center director; and the Housing Authority of Portland assistant director for New Columbia.
- (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.
- (c) **Recordkeeping and Communications** The Committee will document its decisions and ensure that each partner agency is informed of them in a timely manner.
- (d) **Developmental Tasks** In the first, developmental year of this agreement, the Committee will meet as often as needed to develop operating understandings and procedures in critical areas for implementation in September 2006, with the understanding that these may be further refined through experience. These critical issues will include, but not be limited to, the following.

- (i) Behavioral expectations and sanctions, including:
 - 1) establishing and maintaining a common code of conduct for staff, volunteers and participants across facilities;
 - 2) 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.
- (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, using the Program and Services Matrix that appears in Appendix C as a starting point;
 - 3) developing a plan to move toward a collaborative, comprehensive approach to programming that makes the best use of the partners' collective human and material resources.
- (iii) Supervision of children and youth, including:
 - 1) developing a shared understanding of each other's supervision needs and practices;
 - 2) identifying their respective roles and responsibilities in maintaining a safe and appropriate environment for children and youth participating in their programs;
 - 3) developing a comprehensive approach to 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 that approach that have resource implications, such as the installation of security technology;
 - 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;
 - 6) developing recommendations regarding the specific measures that should be taken to ensure a successful transition in the first year of operation, which may include a recommendation that resources be found to support one or more short-term, shared-cost positions.
- (iv) Opportunities to reduce operating costs through cooperation, such as joint purchasing arrangements and the exchange of goods and services among partners.

- (v) Shared staff training and professional development opportunities that will enhance collaboration as well as individual programs.
- (vi) The development and maintenance of a master calendar for facility scheduling for all Community Campus facilities.
- (vii) Clarification of the Campus Coordinator's role and responsibilities.

Section 3.04 Campus Coordinator

- (a) **Responsibilities** A Campus 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) maintaining the master calendar of campus facilities developed by the Operating Committee;
 - (iii) facilitating the resolution of disputes within the Operating Committee;
 - (iv) coordinating the implementation of Operating Committee plans and procedures related to ensuring that children are appropriately supervised between and across campus facilities;
 - (v) coordinating the implementation of a comprehensive Operating Committee plan to ensure a safe, secure and wholesome environment campus-wide;
 - (vi) coordinating the implementation of Operating Committee plans and procedures related to coordinating interagency efforts to support the needs of specific children and their families;
 - (vii) assisting in the dissemination of information about the programs and services offered by all partners;
 - (viii) assisting in the promotion of those services; and
 - (ix) other functions identified by the Operating Committee that help to create an integrated program for children and families.
- (b) **Cost Sharing** The partners will develop agreements about the scope of this assignment and sharing the costs associated with it.

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) reviewing the fee schedules that will apply to the joint use of partner facilities in the upcoming operational year; and
 - (iii) 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.
- (c) **Developmental Tasks** In the first, developmental year of operation, the agency directors or their designees will meet as often as needed to further develop their partnership by reaching agreements in critical areas, including, but not limited to, the following.
 - (i) Refining the decision-making process by clarifying the roles and responsibilities of the Operating Committee and the partners.
 - (ii) Further defining the Campus 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.
 - (iii) Developing shared marketing and fundraising initiatives that would enable them to expand campus programs and enhance collaboration.
 - (iv) Developing procedures for collecting, sharing and reporting information about the services provided at the Community Campus, including the development of a common methodology for tracking the number of individuals served and profiling the demographics of populations served.
 - (v) Considering additional partners whose participation would further enhance the Community Campus.
- (d) **Recordkeeping** The partners will document their meetings and archive these records. The responsibility for documenting meetings will rotate among partner agencies.

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

- (a) The following agreements regarding the joint use of partner facilities will be in effect for one year of operation (September 1, 2006, through August 31,

2007) and thereafter subject to review at the annual partner meeting with the intention of developing agreements that will be in effect for an additional five years (until June 30, 2012).

Section 4.02 University Park Community Center

(a) Understandings

- (i) It is understood that the Portland Parks and Recreation 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 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, because sports, fitness and recreation constitute one-fifth of the Boys and Girls Club program, adequate gym access is central to its mission.
- (vi) It is understood that physical education and related activities are an integral part of the school district's elementary curriculum.
- (vii) 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.
- (viii) 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** The New Columbia 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 New Columbia Boys and Girls Club will have access to one gym court for activities involving club members during its hours of operation.
- (iii) **Gym Schedule** Both the Boys and Girls Club and the school district will specify their needs for gym access for the upcoming operational year (September 1 through August 31) no later than April 15, to enable Portland Parks and Recreation to develop a comprehensive gym schedule.
- (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 Boys and Girls Club and school equipment, to the extent possible.
- (vi) **Third Party Use** Neither the Boys and Girls Club nor the 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.

(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 the Elementary School and Boys and Girls Club

(a) **Understandings**

- (i) It is understood that regular joint use of the Shared Space will be limited to the Boys and Girls Club and the school district 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 the elementary school and the 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 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 snacks.
 - 2) Other ongoing or occasional arrangements mutually agreed upon by the Boys and Girls Club and the school.
- (ii) **Boys and Girls Club Use** The Boys and Girls Club will manage the Shared Space thirty minutes after school dismissal 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 the 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, the Campus Coordinator will schedule third-party access. User fees generated from this use will be applied directly to Shared Space operating costs.
- (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) **Naming Rights** The school district and the Boys and Girls Club will reach agreements related to naming rights in the Shared Space, both to equitably share their fundraising potential and to ensure that all names granted conform to the policies of both agencies.

- (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.
- (b) **Scheduling Conflicts** The Operating Committee will develop a master calendar for scheduling campus facilities and seek to resolve scheduling conflicts among partners.
- (c) **Master Calendar** The Campus Coordinator will be responsible for maintaining the master calendar established by the Operating Committee.

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.
- (e) **Meeting First Year Budgeting Requirements** The Boys and Girls Club and Portland Public Schools will specify their gym access needs for the first operational year (September 1, 2006, through August 31, 2007) as soon as possible following the effective date of this agreement. Portland Parks and Recreation will develop the fee structure for the first operational year and communicate that to the Boys and Girls Club and school district no later than January 1, 2006.

Section 5.02 Cost Sharing for Shared Use

- (a) **Shared Costs** Arrangements for the shared use of the Shared Space connecting the elementary school and Boys and Girls Club will include mutually agreed upon provisions for sharing costs on a pro rata basis, including, the following kinds of costs:
- (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.
- (b) **Additional Factors in the Allocation of Costs** The allocation of shared costs may reflect additional factors, as mutually agreed between partners, including, but not limited to:
- (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.
- (c) **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.

Article VI. Facility Management

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) Each partner will hold harmless, defend and indemnify for public liability and property damage each other partner and its governors, officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from: the condition of the facility it owns and manages (except to the extent that another partner's use is responsible for such condition under the terms of this agreement); the activities of parties outside this agreement; or the negligent acts or omissions of the owner or its subcontractors.

Notwithstanding the foregoing, and notwithstanding any other provision of this Agreement, each partner using the facilities of any of the other partners under this Agreement shall accept full responsibility for the suitability of the facilities to be used for the purpose for which the using partner intends to use it, and responsibility for the activity to be conducted, and shall indemnify, defend, and hold harmless the partner whose facilities are being used, and that partner's officers, employees and agents, and from any and all claims, demands, actions and suits (including all attorneys fees and costs, through trial and on appeal) arising from the use of the facility by the using partner.

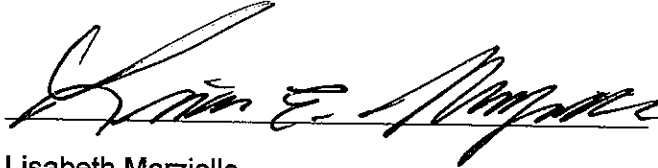
Section 7.02 Workers Compensation

- (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.

Article VIII. Agency Autonomy

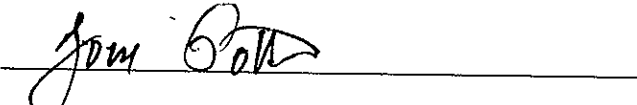
- (a) The provisions of this compact are not intended to impinge upon the management of partners' programs, including, but not limited to, staff selection and supervision.

PARTNER SIGNATURES



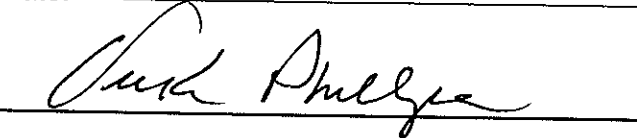
Lisabeth Marziello
C.E.O.
Boys & Girls Clubs of Metropolitan Area

Date: Oct. 10, 2006



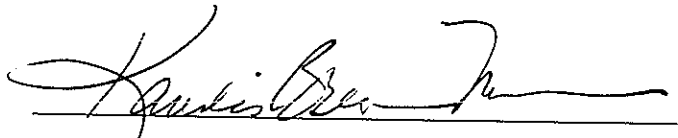
Tom Potter, Mayor
City of Portland

Date: Oct. 10, 2006



Vicki Phillips
Superintendent
School District #1, Multnomah County, Oregon

Date: Oct. 10, 2006



Kandis Brewer Nunn
Board Chair
Housing Authority of Portland

Date: Oct. 10, 2006