

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
BEAVERTON SCHOOL DISTRICT
AND
TUALATIN HILLS PARK & RECREATION DISTRICT**

WILLIAM WALKER ELEMENTARY SCHOOL / CEDAR HILLS PARK SITE

This Intergovernmental Agreement is entered into and effective this 16th day of MAY, 2013 by and between the Beaverton School District (hereinafter referred to as "BSD"), an Oregon common school district organized and existing under ORS Chapter 332, and the Tualatin Hills Park & Recreation District (hereinafter referred to as "THPRD"), an Oregon park and recreation district organized and existing pursuant to ORS Chapter 266.

WHEREAS, BSD and THPRD believe it appropriate for the two public entities to allow their respective constituencies the ability to share in the use and enjoyment of various facilities each has developed; and

WHEREAS, BSD owns real property on the west side of William Walker Elementary School (hereinafter referred to as "the school") which is unused (hereinafter referred to as "the unused BSD property") as shown in Exhibit 'A' attached hereto and made part hereof; and

WHEREAS, THPRD desires to acquire the unused BSD property to increase the size of its adjacent Cedar Hills Park (hereinafter referred to as "the park") so as to allow for the park's redevelopment; and

WHEREAS, an independent professional appraisal has estimated the value of the unused BSD property to be \$346,000; and

WHEREAS, BSD wishes to allow THPRD to develop a portion of the school for shared parking and access to promote the mutual desires of the Districts to effectively utilize their various properties such that the public is benefitted.

NOW THEREFORE, based on the foregoing, BSD and THPRD hereby agree as follows:

1. BSD and THPRD shall enter into a purchase and sale agreement for acquisition of the unused BSD property for \$346,000.00 as soon as possible after partition of the unused BSD property from the school property is completed and recorded. (THPRD will be responsible for the cost of processing the partition.)
2. THPRD will grant BSD a permanent non-exclusive easement, in a location to be determined, for access from Cedar Hills Blvd. to the BSD property.
3. BSD will grant THPRD a permanent non-exclusive easement, in a location to be determined, for access from Cedar Hills Park to Lynnfield Lane.
4. THPRD shall develop within the park and on the unused BSD property multi-use synthetic turf and natural turf sports fields (including lighting for the synthetic turf field) as well as other related improvements as generally described in Exhibit 'B' attached hereto and made part hereof (hereinafter referred to as "the THPRD Improvements") and associated parking. THPRD shall also redevelop a portion of the school parking lot so as to connect it to a parking lot to be developed in the park, designing these to allow students to walk between the school and the park synthetic turf area during school hours without crossing traffic, and shall replace the existing school play structure with a new play structure, subject to the following:
 - a. THPRD will prepare plans/specifications at its cost and expense for the THPRD Improvements and other related improvements on the THPRD property.

- b. THPRD will pay professional services and development fees associated with the City of Beaverton land use/development process for THPRD's proposed use of the BSD property. THPRD will provide plans/specifications of the THPRD Improvements on BSD property at the schematic, design development, and final stages, to BSD's Deputy Superintendent of Operations and Support Services who will review and approve same in writing. No physical development of the school property by THPRD may occur without said approval.
 - c. As a part of its community outreach process in preparing a master plan for both the park and school properties, THPRD will provide notice of all scheduled community meetings to the members of the William Walker Elementary School Community Engagement Committee and offer to meet with the Committee to discuss master plan options and receive the Committee's comments.
 - d. THPRD will, at its cost and expense, construct the THPRD Improvements.
 - e. THPRD will complete construction/installation of the THPRD Improvements on the BSD property in a manner to minimize operational impacts on William Walker Elementary School with the understanding that such projects typically take at least 7 to 8 months to complete, based on recent THPRD experience.
 - f. Upon completion of the improvements described above, THPRD shall be responsible for maintenance of all improvements within the park and BSD shall be responsible for all improvements on the school grounds.
5. BSD and THPRD shall enter into a shared parking agreement, generally consistent with the provisions outlined in Exhibit 'C', attached hereto and made part hereof, whereby BSD shall be allowed use of the park parking lot at certain times, and THPRD shall be allowed use of the school parking lot at certain times.
 6. BSD hereby grants, at certain times, THPRD priority use of the school play structure subject to the limitation specified in Exhibit 'D', attached hereto and made part hereof.
 7. THPRD hereby grants, BSD access during the school year, to the multi-use synthetic turf sports fields to be developed as part of the THPRD Improvements. Priority access to the synthetic turf fields will be (in order of priority assignment) to THPRD programs, programs of its affiliates, and then the Beaverton School District.
 8. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, BSD will indemnify THPRD, its officers, officials, employees, agents and insurers (collectively District) against any and all liability for personal injury or damage to life or property arising out of or related to the use of the THPRD Improvements by BSD, its officers, employees, agents, students or invitees under this Agreement provided, however, that BSD will not be required to indemnify THPRD for any such liability arising out of the wrongful acts of THPRD, its officers, employees, agents, licensees or invitees.
 9. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, THPRD will indemnify BSD, its officers, officials, employees and agents against any and all liability for personal injury or damage to life or property arising out of or related to the use of the THPRD Improvements by THPRD, its officers, employees, agents, licensees or invitees under this Agreement provided, however, that THPRD will not be required to indemnify BSD for any such liability arising out of the wrongful acts of BSD, its officers, employees, agents, students or invitees.
 10. This Agreement may be terminated, amended or otherwise modified only by a written instrument executed by both BSD and THPRD, which will not be unreasonably withheld, referring to this Agreement specifically and declaring it terminated, amended or otherwise modified.
 11. BSD and THPRD shall in good faith cooperate with each other in connection with their respective rights

and obligations under this Agreement, including, but not limited to, performing any acts and executing any further documents that may be reasonably necessary to effectuate the purposes of or rights conferred under this Agreement.

12. All notices and requests under this Agreement shall be in writing and shall be sent to the following street addresses:

BSD:

Beaverton School District
16550 SW Merlo Rd.
Beaverton, OR 97006
Attention: Executive
Administrator for Facilities

THPRD:

Tualatin Hills Parks & Recreation District
15707 SW Walker Road
Beaverton, OR 97006
Attention: Director of Planning

13. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. If any provision of this Agreement or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
14. This Agreement may be executed and acknowledged in counterpart originals and all such counterparts shall constitute one (1) Agreement. Signature pages may be detached from the counterpart originals and attached to a single copy of this Agreement to physically form one (1) document.

IN WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

"BSD":



Jeff Rose
Superintendent
Beaverton School District No. 48J

"THPRD":



Doug Menke
General Manager
Tualatin Hills Park and Recreation District

EXHIBIT A



EXHIBIT B

PROPOSED THPRD IMPROVEMENTS IN CEDAR HILLS PARK

Improvement	Tentative General Location
Natural Turf Baseball Field	Southern part of the park
Oversized Multi-Sport Synthetic Turf Field	Northern part of the park
Splash Pad	Central part of the park
Pre-school children's play structure	Central part of the park
Permanent Restrooms	Central part of the park
Picnic Area	SW corner of the park in the wooded area
Walking Path	Park perimeter
Community Garden	To be determined
Security Fencing	As needed
Storm Drainage Facility	As needed

Other amenities may also be included as space allows.

EXHIBIT C

SHARED PARKING AGREEMENT PROVISIONS

BSD and THPRD shall enter into a shared parking agreement containing these provisions;

- Users of Cedar Hills Park shall be able to park within parking areas on the William Walker Elementary School property after 4:30 PM until 10:00 PM on days school is in session and between dawn and 10:00 PM on days school is not in session except when special school events are scheduled outside of regular school hours. If special school events are scheduled, BSD shall notify THPRD through the existing no use notification process, to prevent access by park users of the school parking area.
- Users of William Walker Elementary School can park within the parking area of Cedar Hills Park at any time the park is open to public use.

EXHIBIT D

CONDITIONS OF THPRD USE OF THE WILLIAM WALKER ELEMENTARY SCHOOL PLAY STRUCTURE

Users of Cedar Hills Park may use the play structure at William Walker Elementary School:

- After 3:30 PM until dusk on days school is in session;
- Between dawn and dusk on days school is not in session except when special school events are scheduled outside of regular school hours.
- If special school events are scheduled, BSD shall notify THPRD at least one week in advance of the need to prevent access by park users of the school play structure.