

## AGREEMENT

### Management and Operation of Barrows Park

**BETWEEN:** City of Tigard, an Oregon Municipal Corporation (“City”)  
**AND:** Tualatin Hills Park and Recreation District, (“THPRD”)  
A Special District  
**DATED:** \_\_\_\_\_, 2011

#### RECITALS

**A.** Both City and THPRD are units of local government organized under the laws of the State of Oregon.

**B.** Tigard wishes to annex territory that includes a small portion of a developed THPRD facility, known as Barrows Park, which will cause this facility and a portion of THPRD’s political boundary to exist within the jurisdictional boundaries of City. The territory proposed to be annexed by the City, that is the subject of this Agreement (“Annexation Area”), is illustrated on the map attached hereto as Exhibit A and incorporated herein by reference.

**C.** The Annexation Area is former right-of-way for Barrows Road. Barrows Park exclusive of the Annexation Area will remain within the jurisdictional boundaries of the City of Beaverton. The City of Beaverton allows THPRD to manage Barrows Park for recreational use pursuant to a 2007 agreement, which agreement will remain in effect and be complemented by this agreement.

**D.** Both City and THPRD wish to enter into an agreement for the management and operation of the Annexation Area, which is a portion of Barrows Park that will now exist within the jurisdictional boundaries of the City.

**E.** Under Exhibit D to the Tigard Urban Service Agreement (“TUSA”), which is an agreement that both City and THPRD have accepted as binding, City is the designated provider of park services within its jurisdictional limits, but City and THPRD may enter into intergovernmental agreements for the provisions of park, recreation, and open space services to residents within each others’ boundaries.

**F.** Under ORS 190.010 units of local government may enter into written agreements for the performance of any or all functions that a local government is authorized to perform.

#### AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

**1. Rights of THPRD.** City acknowledges THPRD’s management of the Annexation Area, and THPRD’s continuing right to operate and maintain the facility, all of

which may occur to the fullest extent possible under THPRD's charter and ordinances. City agrees it will not deannex the Annexation Area from THPRD.

**2. Rights of City.** THPRD acknowledges City's annexation has the effect of including the Annexation Area within the jurisdictional limits of City. THPRD consents to the annexation and agrees that City may enforce its charter, ordinances, and all provisions of state and federal law within the Annexation Area except as specifically provided in this agreement.

**3. Conflicts in Regulations.** If a situation presents a conflict between City and THPRD regulations such that enforcing both regulations would produce different results, the THPRD regulation shall control questions involving park use and enjoyment, conduct of park patrons, vehicle parking on park premises, care and maintenance of the park facility, hours of operation, and any other situation where the interests of the public in park operation are more specific and relevant than are the interests in general city governance with respect to the facility.

**4. Municipal court.** The proper venue for violations and crimes that occur on THPRD premises covered by this agreement shall be the Municipal Court for the City of Tigard, to the extent that Court has jurisdiction over the violation in question.

**5. Applicability.** This Agreement is intended to address the Annexation Area, following annexation only. The remainder of the Barrows Park facility not within the Annexation Area, remains within the jurisdictional limits of the City of Beaverton and its operations are governed by a separate agreement between THPRD and Beaverton.

**6. Term, Termination.** The term of this Agreement is perpetual unless it is terminated as provided herein. This Agreement may be terminated by either party for any reason upon six months' written notice to the other party's designated representative listed below:

City of Tigard:

Dennis Koellermcier  
Public Works Director  
City of Tigard  
13125 SW Hall Blvd.  
Tigard Oregon 97223,  
(503) 718-2596  
dennis@tigard-or.gov

THPRD:

Hal Bergsma  
Director of Planning  
Tualatin Hills Park and Recreation District  
15707 SW Walker Rd  
Beaverton, OR 97006  
(503) 645-6433  
hbergsma@thprd.org

7. **Dispute resolution.** If a dispute arises between the parties, including if the parties cannot agree on an interpretation of any of its provisions, the parties shall attempt to resolve the problem by negotiation, followed by non-binding mediation, then binding arbitration. The progressive dispute resolution process set forth under Article IX of the TUSA shall be employed to resolve disputes under this section.

8. **Severability.** If any portion of this Agreement is invalidated by a court of court of competent jurisdiction, such provision is deemed a separate provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

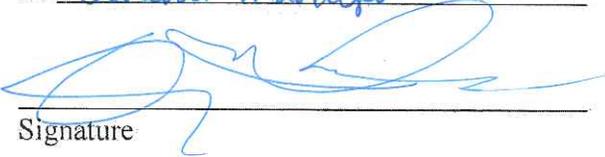
CITY OF TIGARD, an Oregon Municipal Corporation

TUALATIN HILLS PARK AND RECREATION DISTRICT, a Special District

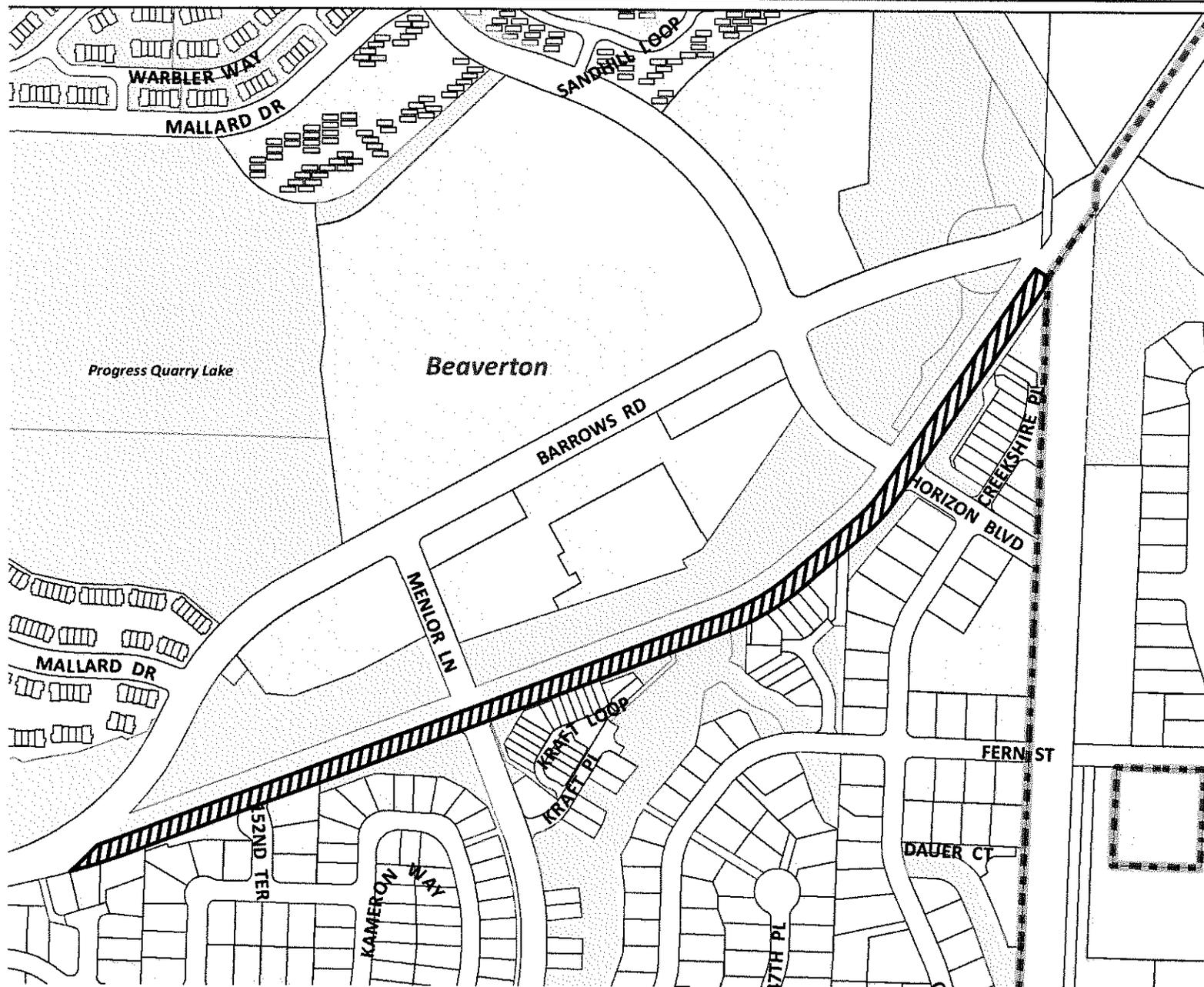
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: THPRD  
Name: Doug Menke  
Its: General Manager

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Plotted by: RAY WOODLIF on Tuesday, July 19, 2011 at 3:50:19 PM from the 8.5x11 FIGURE BORDER layout tab  
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ANNEXATION AREA



NO SCALE



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PUBLIC WORKS DEPARTMENT  
13125 S.W. HALL BLVD.  
TIGARD, OREGON 97223  
VOICE: 503-639-4171  
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# BARROWS ROAD PARK

FIGURE  
N/A

FILE NO  
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