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Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними:
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Clackamas County
www.clackamas.us

AMENDMENT NO. 1
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 1 (this "Amendment") is entered into this ____ day of _____, 2011, by and between the Library District of Clackamas County (the "District") a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon ("County"), each of the Cities of Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a "City" and collectively, the "Library Cities"), and the City of Tualatin ("Tualatin").

WHEREAS, the District, the County and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the County and Library Cities in support of the provision of library services to the residents of the District (the "Agreement"); and

WHEREAS, since the date of final execution of the Agreement that portion of Tualatin that lies within Clackamas County has annexed into the District pursuant to Board Order 2010-73 adopted June 17, 2010; and

WHEREAS, as part of Tualatin's annexation petition, it sought assurances that 50% of the revenue generated within its city limits would be distributed to it for use at the Tualatin Library, which is located within Washington County. This proposal was reviewed and approved by the Library District Advisory Board and the Board of County Commissioners as the governing body of the District; and

WHEREAS, the Parties hereto desire to amend the Agreement to reflect the annexation of Tualatin territory; and

WHEREAS, Section 3.3 of the Agreement provides for the mechanism of amendment of the Agreement to address these changes;

NOW, THEREFORE, the District, the County, the Library Cities and Tualatin each agree to the following:

Section 1 Amendments

1.1 Tualatin Revenue. Notwithstanding the Formula as set forth in the Agreement:

1.1.1 Fifty percent (50%) of the District revenue generated by real property within Tualatin as of June 17, 2010, including delinquent taxes and any generated interest, shall be distributed to Tualatin for use in support of the Tualatin Library.

1.1.2 The remaining revenue generated by the Tualatin properties shall be distributed to the following Library Cities in support of library services:

- 50% to Lake Oswego;
- 40% to Wilsonville; and
- 10% to West Linn.

1.1.3 Revenues generated by properties that currently are within the District and subsequently annexed into Tualatin shall continue to be treated as unincorporated and within their current service area for purposes of the Formula. Any changes to the Formula shall require amendment as set forth in the Agreement.

1.1.4 For the purposes of the Agreement, Tualatin shall not be considered a Library City.

1.1.5 For the purposes of the Formula in the Agreement, the population within Tualatin as of June 17, 2010 shall not count towards the total population as utilized in the Formula.

Section 2 Ratification

2.1 Affirmation. The District and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE	CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF
LIBRARY DISTRICT OF CLACKAMAS COUNTY	CLACKAMAS COUNTY
By:_____ Title: Chair	By:_____ Title: Chair
ATTEST: _____	ATTEST: _____

THE CITY OF CANBY	THE CITY OF ESTACADA
By:_____ Title:_____	By:_____ Title:_____
ATTEST: _____	ATTEST: _____

THE CITY OF GLADSTONE	THE CITY OF LAKE OSWEGO
By:_____ Title:_____	By:_____ Title:_____
ATTEST: _____	ATTEST: _____

THE CITY OF MILWAUKIE	THE CITY OF MOLALLA
By:_____ Title:_____	By:_____ Title:_____
ATTEST: _____	ATTEST: _____

THE CITY OF OREGON CITY	THE CITY OF SANDY
By:_____ Title:_____	By:_____ Title:_____
ATTEST: _____	ATTEST: _____

THE CITY OF TUALATIN	THE CITY OF WEST LINN
By:_____ Title:_____	By:_____ Title:_____
ATTEST: _____	ATTEST: _____

THE CITY OF WILSONVILLE
By:_____ Title:_____
ATTEST: _____