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DTDcompliance@clackamas.us | **503-742-4400**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними:
DTDcompliance@clackamas.us | **503-742-4400**.

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DTDcompliance@clackamas.us | **503-742-4400**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **DTDcompliance@clackamas.us** | **503-742-4400.**

Clackamas County
www.clackamas.us

AMENDMENT NO. 2
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 2 (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 Damascus ("Damascus").

WHEREAS, the District and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the 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 the City of Damascus has annexed into the District; and

WHEREAS, the Parties hereto desire to amend the Agreement to reflect the annexation of Damascus; 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 Damascus each agree to the following:

Section 1 Amendments

1.1 Damascus Annexation & Revenue. The parties hereto agree that:

1.1.1 For the purposes of the Agreement, Damascus shall not be considered a Library City; and

1.1.2 District revenue generated by properties located with Damascus shall be considered, for purposes of the distribution Formula, to be unincorporated and the Service Area Map and Formula are modified to allocate the Damascus area within the Clackamas Corner/Happy Valley service area.

1.2 Damascus Impact on Interim Library Service Provision. The parties hereto acknowledge that currently Happy Valley receives library service through a

Clackamas County-operated branch. Currently the County is constructing greater library space in the Sunnyside Village area. It is the intent of the parties that Happy Valley, at some point in the future, operate a library that would provide service to both Damascus and Happy Valley residents and associated unincorporated service area. Until this transition occurs, the Agreement currently provides that the District shall contribute such funds as necessary from Happy Valley and its related service areas to support the operation of the relevant Clackamas County branch library. The characterization of revenue from properties with Damascus as being unincorporated and within the Happy Valley/Clackamas Corner service area shall apply and revenues from both cities shall be directed to Clackamas County and apply to (i) support current Clackamas Corner operations, and (ii) fund other needs as necessary to support the implementation of construction of the Sunnyside Village library and transfer of staff and materials to the new location. At such time that Happy Valley assumes operational responsibility for the Sunnyside Village library, it shall be deemed a Library City for purposes of the Agreement.

Section 2 Ratification

2.1 No Further Changes. The District, County 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.

DISTRICT & COUNTY:

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

LIBRARY CITIES:

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

ANNEXING CITY:

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