

RESOLUTION NO. 1298

A RESOLUTION ADOPTING AMENDMENT NO. 3 TO THE COOPERATIVE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CANBY (CITY) AND CLACKAMAS COUNTY LIBRARY DISTRICT AND MEMBER CITIES

WHEREAS, the voters approved formation of a Clackamas County Library District to provide financial support to the library service providers of Clackamas County; and

WHEREAS, Clackamas County and the various member cities of Clackamas County wish to enter into a cooperative intergovernmental agreements (IGA) with each other to collect and administer the tax for the district; and

WHEREAS, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017 the County and City of Gladstone entered into a Settlement Agreement and as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; and

WHEREAS, the original IGA has been amended to reflect the Settlement Agreement terms.

NOW, THEREFORE, BE IT RESOLVED by the City of Canby City Council as follows:

1. That the attached Amendment No. 3, marked as Exhibit "A" and by this reference incorporated herein, by and between the Library District of Clackamas County and the City of Canby is hereby adopted. The Mayor is authorized to sign the Amendment on behalf of the City.

2. This resolution shall take effect on October 3, 2018.

ADOPTED this 3rd day of October 2018 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

MOTION FAILED FOR LACK OF A SECOND

AMENDMENT NO. 3
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 3 (this “Amendment”) is entered into this ____ day of _____, 2018, 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, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”).

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, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area with a specific site to be determined after appropriate public input; and

WHEREAS, as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; 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, and the Library Cities each agree to the following:

1. This Agreement’s section 1.6 and Attachment B are hereby amended and restated to read in their entirety:

1.6 Transition Payments. The District shall distribute funds to Clackamas County for the operation of the Oak Lodge Library pursuant to the current Oak Lodge Service area map. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate the Oak Lodge library, the District shall retain such funds in trust for Clackamas County for distribution at such time as the County is constructing new library facilities. No unincorporated areas assigned to, or reserves accumulated by, the Oak Lodge

Library service area shall be reassigned, contributed or transferred to another Library City.

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

[See attached maps]

2. A new section 2.4 is hereby added to this Agreement to read in its entirety:

2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries. All parties hereto acknowledge the intention of the Plan is to have Clackamas County, through the use of District distributions for the Oak Lodge and Gladstone service areas, accumulated reserves referred to in section 1.6 above and other non-District revenues, to construct and manage both a new Oak Lodge library and new Gladstone library, and that nothing herein shall be construed to restrict or otherwise impair such plan. Clackamas County shall be considered a "Library City" in all respects for the Oak Lodge Library service area.

3. Except as set forth herein, 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: _____	
ATTEST: _____	

LIBRARY CITIES

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

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

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

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

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

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____