

**STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
WASHINGTON STATE LIBRARY DIVISION,  
AMENDMENT NO. 3  
TO  
INTERGOVERNMENTAL AGREEMENT NO. 4188**

This Amendment No. 3 (this "**Amendment**") to that certain Agreement No. IG- 4188 (the "**Agreement**") by and between the State of Washington, Office of the Secretary of State, Washington State Library Division ("**OSOS/WSL**") and Richland Public Library (the "**Contractor**" or the "**Library System**") is amended as follows:

**AGREEMENT**

Pursuant to the sections of the original Agreement described in the previous amendment the parties hereby agree to the following changes:

**M. Amendment Effective Date.** The effective date of this Amendment shall be July 1, 2015 (hereinafter referred to as the "**Amendment Effective Date**"). If transport cost change for succeeding years the change shall be agreed to by amendment to this Agreement.

**MM. Amendment to Section 3: Compensation.** Section 3 of the Agreement is hereby amended and restated in its entirety as follows (changes underlined and italicized):

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed the fees for transport and Internet connectivity charges set forth below. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates attached hereto as Exhibit A, Public Libraries Connecting to K-20 Network: Annual Co-pay, and in accordance with the following terms:

3.13 Transport charges shall be invoiced at the beginning of each year:

3.1.37 Bandwidth: 100Mbps Advanced Ethernet Transport

3.1.38 Service location: 955 Northgate Drive, Richland, WA 99352

3.1.39 Annual charge (From fee table, Exhibit A): \$8000

3.2 Internet Connectivity shall be invoiced at the beginning of each year:

3.2.1 Annual charge (From fee table, Exhibit A): \$600

**NN. Amendment to Section 10: Termination.** Section 10 of the Agreement is hereby amended and restated in its entirety as follows (changes underlined and italicized):

“10. TERMINATION. Either party may terminate this Agreement upon a one-hundred-eighty (180) calendar day written notice to the other party. If this Agreement is terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The Library System shall be responsible for any early termination fees arising from the cancellation of advanced Ethernet transport connectivity procured for the sole use of the Library System. The paid annual transport and Internet connectivity fees shall not be refunded.”

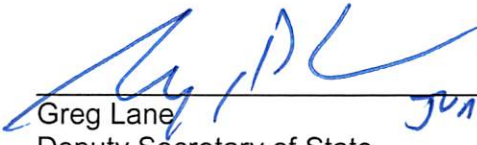
**OO. Amendment to Exhibit A.** Exhibit A to the Agreement is hereby amended and restated in its entirety as Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives to be effective as of the Amendment Effective Date.

RICHLAND PUBLIC LIBRARY

OFFICE OF THE SECRETARY OF STATE

  
Ann Roseberry, Director

  
Greg Lane  
Deputy Secretary of State  
June 15, 2015

Approved as to Form:  
Attorney General's Office

## Exhibit A

**Public Libraries Connecting to K-20 Network  
Annual Co-pay: July 1, 2015 - June 30, 2017**

<b>Library System</b>	<b>Annual Transport</b>	<b>Annual ISP</b>	<b>Annual Total Payment</b>
Denny Ashby Public Library	\$1,600.00	\$15.00	\$1,615.00
Sedro-Woolley Library System	\$1,600.00	\$15.00	\$1,615.00
LaConner Public Library	\$1,600.00	\$15.00	\$1,615.00
Stevens County Rural Library District	\$1,600.00	\$15.00	\$1,615.00
Camas Public Library	\$1,600.00	\$15.00	\$1,615.00
Upper Skagit Library	\$1,600.00	\$15.00	\$1,615.00
Chewelah Public Library	\$2,000.00	\$50.00	\$2,050.00
Kettle Falls Public Library	\$2,000.00	\$50.00	\$2,050.00
Orcas Island Library District	\$4,000.00	\$150.00	\$4,150.00
Lopez Island Library District	\$4,000.00	\$150.00	\$4,150.00
Asotin County Library	\$4,000.00	\$150.00	\$4,150.00
Jefferson County Rural Library	\$4,000.00	\$150.00	\$4,150.00
San Juan Island Library	\$6,000.00	\$300.00	\$6,300.00
Longview Public Library	\$6,000.00	\$300.00	\$6,300.00
Richland Public Library	\$8,000.00	\$600.00	\$8,600.00
North Olympic Library System	\$8,000.00	\$600.00	\$8,600.00
Fort Vancouver Regional Library	\$12,000.00	\$2,000.00	\$14,000.00
Sno-Isle Libraries	\$12,000.00	\$2,000.00	\$14,000.00



# Secretary of State

*Tim Wymann*

Operations Division  
Financial Services  
PO Box 40224  
Olympia, WA 98504-0224  
Fax 360.704.7830  
[www.sos.wa.gov](http://www.sos.wa.gov)

CONTRACT NO. 154-09

June 16, 2015

Richland Public Library  
Attn: Ann Roseberry  
1270 Lee Blvd.  
Richland, Washington 99352-3505

Re: Washington Secretary of State Contract Amendment# IG-4188-3 K-20 Educational Network

Dear Ms. Roseberry:

Please find enclosed an executed copy for the above-referenced contract amendment. Please feel free to contact me for questions regarding this agreement. For program guidance please contact Gary Bortel at phone number 360.570.5588 or by e-mail at [Gary.Bortel@sos.wa.gov](mailto:Gary.Bortel@sos.wa.gov).

Sincerely,

*William Fieber*

William Fieber  
Contracts Officer  
Office of the Secretary of State  
P.O. Box 40224  
Olympia, WA 98504-0224  
Phone: (360) 704-5223; (360) 704-7830 Fax  
[bill.fieber@sos.wa.gov](mailto:bill.fieber@sos.wa.gov)

Enclosures