

INTERGOVERNMENTAL AGREEMENT
BETWEEN
OFFICE OF THE SECRETARY OF STATE
AND THE
RICHLAND PUBLIC LIBRARY

CONTRACT NO. 160-06

THIS AGREEMENT is made and entered into between the OFFICE OF THE SECRETARY OF STATE, WASHINGTON STATE LIBRARY, hereinafter referred to as "OSOS/WSL," and the RICHLAND PUBLIC LIBRARY, hereinafter referred to as "Library System."

IT IS THE PURPOSE OF THIS AGREEMENT to:

Provide Internet connectivity to the Library System through the K20 Educational Network.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

1. Responsibilities of the Library System:

The Library System agrees to reimburse OSOS/WSL for financial obligations related to and arising from the provision of transport services and Internet connectivity through the K20 Educational Network. Such services may be subject to change pursuant to written amendment(s) to this agreement between the Library System and the OSOS/WSL.

1.1. **Timely payment:** The OSOS/WSL shall submit quarterly invoices as stated in section Compensation, below. Payment will be made the Library System within 30 days of receipt of the invoice.

1.2. **Ongoing Service:** In recognition of the K-20 Educational Network Board directive of October 25, 2001, this formal agreement documents the understanding that the Qwest Settlement provides one-time money and that funding to support library connections may not be available once the settlement money is exhausted. In this event, the Library System will become responsible for the full cost of their connections.

1.3. **Conditions of Use and Acceptable Use Policies**

At its March 23, 2000 meeting, the K-20 Educational Network Board approved and adopted "K-20 Network Conditions of Use and Acceptable Use Policies"; a true and correct copy of which is attached as Attachment B and by its reference, incorporated herein and made a part of this Agreement. The Library System agrees to adhere to the "K-20 Network Conditions of Use and Acceptable Use Policies" as currently adopted and as may be subsequently amended. Any amendments shall be provided within fifteen (15) days of approval. OSOS/WLS may terminate this Agreement by thirty (30) days written notice for failure to comply with the "K-20 Network Conditions of Use and Acceptable Use Policies" as currently adopted and subsequently amended. The "K-20 Network Conditions of Use and Acceptable Use Policies", current and future versions, can also be found on Access Washington internet web site at <http://www.wa.gov/dis/k20/topc/aup.htm>.

2. Responsibilities of the OSOS/WSL:

The OSOS/WSL shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth below.

2.1. **Connectivity:** The OSOS/WSL agrees to provide transport services and Internet connectivity in accordance with the specifications below.

- 2.2. **Helpdesk Services:** Helpdesk services will be provided to the Library System to determine "ownership of problem" and expedite problem resolution of K-20 circuit related incidents.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution of this contract, and be completed on June 30, 2006, unless terminated sooner as provided herein.

COMPENSATION

This agreement utilizes funds made available to OSOS/WSL from the Washington State Department of Information Services as a result of the Qwest settlement with the State of Washington.

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 combined fees for transport and Internet connectivity charges as 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 following rates and in accordance with the following terms:

1. Transport charges:
 - 1.1. Bandwidth: Full T1
 - 1.2. Service location: 955 Northgate Drive, Richland, WA 99352-3539
 - 1.3. Annual charge (From fee table, attachment A): \$2,500.00
 - 1.4. Transport services are provided through the Department of Information Services.
2. Internet Connectivity:
 - 2.1. Annual charge (From fee table, attachment A): \$2,400.00
 - 2.2. The actual charge for Internet connectivity will be based on bandwidth usage for the preceding quarterly period.
 - 2.3. Internet connectivity is provided through the Northwest GigaPop.

BILLING PROCEDURE

The OSOS/WSL shall submit monthly invoices for approved and completed work. Payment will be made by warrant or account transfer by Library System within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

Each party to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons

duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

COPYRIGHT PROVISIONS

OSOS/WSL shall be the copyright owner for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

NONDISCRIMINATION

Each party shall comply with all federal and state nondiscrimination laws, regulations and policies.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 90 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement the OSOS/WSL, in addition to any other rights provided in this Agreement, may require the Library System to deliver to the OSOS/WSL any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

The Library System shall pay to the OSOS/WSL the agreed upon price, if separately stated, for completed work and service(s) accepted by the Agency, and the amount agreed upon by the Library System and the OSOS/WSL for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by the OSOS/WSL, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the OSOS/WSL. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed and interpreted in accordance with those laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and conditions as contained in this basic contract instrument
- Statement of Work
- Any other provision, term, or material incorporated by reference or otherwise incorporated in this Agreement and Attachment A.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights

under this Agreement, unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such a reminder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties, No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Manager for "OSOS/WSL" is:

Gary C. Bortel
Washington State Library
Office of the Secretary of State
P.O. Box 42460
Olympia, WA 98504-2460
360-570-5588
gbortel@secstate.wa.gov

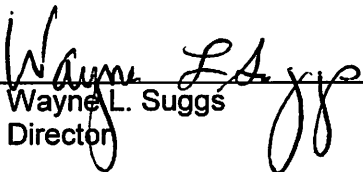
The Project manager for the Library System is:

Wayne L. Suggs, Director
Richland Public Library
955 Northgate Drive
Richland, Washington 99352-3539
(509) 942-7450
wsuggs@richland.lib.wa.us

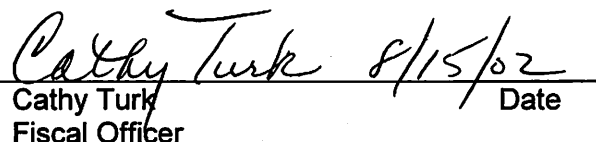
IN WITNESS WHEREOF, the parties have executed this Agreement.

RICHLAND PUBLIC LIBRARY

OFFICE OF THE SECRETARY OF STATE


Wayne L. Suggs
Director

8-6-02
Date


Cathy Turk
Fiscal Officer

Date

APPROVED AS TO FORM:
Attorney General's Office

Exhibit A – Annual Co-pay: Public Libraries Connecting to K20 Network

Attachment A

Annual Co-pay: Public Libraries Connecting to K20 Network

| Bandwidth / No. of Devices | Bandwidth Co-pay | Estimated ISP Co-pay* | Total Co-pay |
|-----------------------------------|-----------------------------|----------------------------------|-------------------------|
| 1/4 T1 < 5 computers | \$625 | \$150 | \$775 |
| 1/4 T1 < 15 computers | \$625 | \$300 | \$925 |
| 1/4 T1 => 15 computers | \$625 | \$600 | \$1,225 |
| 1/2 T1 | \$1,250 | \$1,200 | \$2,450 |
| 3/4 T1 | \$1,875 | \$1,800 | \$3,675 |
| Full T1 | \$2,500 | \$2,400 | \$4,900 |
| Additional T1s | \$2,500 | \$5,530 | \$8,030 |

*Figures for ISP co-pay are estimated and for budgeting purposes only. Actual ISP co-pay will be based on bandwidth usage in individual participating library system.

rev. 1 May 2, 2002

Attachment B

K-20 Network Conditions of Use and Acceptable Use Policies

(Including all connections, circuits, switching and uplink-downlink resources and applications).

This document contains two sections. Section 1, "Conditions of Use," establishes the conditions of use of the K-20 Network for purposes of technical connections, operation and management. Section 2, "Acceptable Use Policies," provides guidance to institutions on non-technical policies relating to user eligibility for participation in the K-20 network, acceptable uses of network resources, and procedures for enforcement.

Section 1: Conditions of Use

1. Only institutions authorized by statute and approved by the K-20 Educational Network Board (K-20 Board) may maintain connections to the state-funded K-20 network, with the exception that certain external interface connections which are engineered by the K-20 Network Technical Steering Committee (NTSC) to provide interconnections with other networks are permitted. Such connections are permitted with the proviso that no network transit is allowed for such external connections other than traffic to or from authorized K-20 members. Two examples of such exceptions are local peerings and commodity and research internet transit arrangements that are engineered by the K-20 NTSC.
2. Only traffic to or from legitimate K-20 members may be transmitted over the K-20 network
3. Uses of the network that may jeopardize the proper technical operation of the network, or uses of the network that may cause the network to be disconnected from external networks, are strictly prohibited. Where such uses occur, the K-20 Operations Cooperative (KOCO) is authorized by the K-20 Board to suspend such connections until the problem is resolved to its satisfaction. A party that believes a connection has been improperly suspended may request that the NTSC review the KOCO's action; such review shall be undertaken and completed in a timely manner (not to exceed five working days). The NTSC may, upon review, direct the KOCO to reconnect the party. A party may appeal a decision of the NTSC to the Information Services Board, the decision of which shall be final.

Section 2: Acceptable Use Policies

1. Use of the network is restricted to educational purposes, i.e., activities consistent with the educational missions of the institutions and sectors. The determination of what is an "educational purpose" rests with each institution or sector. The term is intended to be defined broadly, and may include activities that directly or indirectly support the delivery of educational services. However, the following are presumed not to be educational uses:
 - Organized political or religious advocacy.
 - Resale or lease of K-20 shared bandwidth, electronics, or other equipment to private entities for commercial purposes. However, non-educational entities may utilize K-20 services under certain conditions set forth in paragraphs (2) and (3)

below. For purposes of this document, resale or lease does not include educational institutions' arrangements with private entities for the transmission of (1) digital content developed by the educational entities as part of university-sponsored research; or (2) course materials, library resources, or ancillary materials, the dissemination of which is consistent with the institution's educational purpose.

- The transmission of obscene material.
2. For the use of K-20 resources for videoconferencing services, priority shall be given to educational activities at K-20 Board-approved sites on a first-come, first-served basis. An institution may permit public sector non-educational entities to use its own (non-shared) videoconferencing facilities provided the following conditions are met:
 - The use involves facilities that would otherwise go unused.
 - The use involves only the on-site facilities and related equipment, and does not utilize K-20 transport or MCU capacity.
 3. Where a shared component of a K-20 satellite uplink/downlink facility is underutilized, the trustee institution may find that the lease of the facility for non-educational commercial purposes is appropriate for limited periods to help offset the operational costs of the facility. Such lease arrangements are authorized provided the following conditions are met:
 - The lease involves air time or equipment that would otherwise go unused.
 - The lease involves only the uplink/downlink facility and related equipment, and does not utilize K-20 transport or other shared equipment.
 - The institution agrees to account to the K-20 Board for all monies obtained as a result of the lease.
 4. The participants authorized by statute to use the K-20 network may only do so for activities which they are legally allowed to conduct and which do not conflict with state or federal law or policy which governs their endeavors. The network may not be used for illegal purposes. Entities have primary responsibility for enforcing the provisions of this document. While it is understood that enforcement here cannot be done through technology, it will instead be achieved at the end-sites and via the normal legal or policy channels relevant to appropriate investigation and adjudication.
 5. Where an entity is alleged to have violated one or more provisions of this document other than Section 1(3), the K-20 Board shall take appropriate remedial action, which may include suspension of an entity's network connection, only after providing the entity with notice of the specific allegations against it and an opportunity to respond to those allegations in writing or, at the entity's option, in public hearing. The K-20 Board shall set forth in writing the basis for any remedial action. Any entity whose connection to the network has been suspended by the K-20 Board may request reconnection to the network upon a showing that it has taken appropriate steps to correct the matter or matters that are the basis for the action.
 6. Nothing in this document is intended to preclude an entity from developing or enforcing its own acceptable use policies to supplement Section 2 of this document, provided its

policies are not inconsistent with those set forth above. Where an entity proposes a policy that is inconsistent, it may at any time petition the K-20 Board for a waiver of one or more specific provisions. A petition for waiver shall set forth the provision or provisions for which waiver is sought; the grounds for such a waiver; the impact of a waiver, if any, on the technical operation of the network; and the fiscal impact, if any, on the network. The decision to grant or deny a waiver shall rest solely with the K-20 Board.

SECRETARY
of STATE

Sam Reed



Legislative Building
PO Box 40220
Olympia, WA 98504-0220
Tel 360.902.4151
Fax 360.586.5629
www.secstate.wa.gov

August 16, 2002

Richland Public Library
Wayne L. Suggs, Director
955 Northgate Drive
Richland, Washington 99352-3539

Dear Wayne:

Enclosed is your fully executed original of the Contract Agreement No. IG-2387, between the Richland Public Library and the Office of the Secretary of State, Washington State Library Division. If you have any questions, please contact the Project Manager, Gary Bortel, at (360) 570-5588, or by email at gbortel@secstate.wa.gov.

Sincerely,

Steve Lyle

Steve Lyle
Contracts Officer
Office of the Secretary of State
(360) 586-4549
(360) 586-4311 (fax)
slyle@secstate.wa.gov