

**ADDENDUM TO
LIBRARY SERVICES CONTRACT
BETWEEN THE MID-COLUMBIA LIBRARIES AND THE CITY OF PROSSER**

THIS AGREEMENT or ADDENDUM is made and entered into this 14th day of June, 2011, between the MID-COLUMBIA LIBRARIES, an inter-county rural library district of Benton and Franklin Counties, by and through the Board of Trustees of the same, duly organized and existing under the laws of the State of Washington, hereinafter called the "MCL", and the CITY OF PROSSER, WASHINGTON, a municipal corporation, hereinafter called the "City".

WITNESSETH:

WHEREAS, the MCL and the City previously entered into that certain "Library Services Contract" dated the 13th day of October, 2009, the initial term of which contract runs through December 31, 2014, subject to extension thereafter in five (5) year increments as provided for therein; and

WHEREAS, the MCL and the City are looking at the potential annexation of the City into the MCL district by way of a public election in return for a commitment by the MCL that it will assist with the completion of remodeling and other improvements to the Prosser library location in the event such election is successful; **NOW THEREFORE**,

In consideration of the mutual agreements and understandings as set forth herein, as well as the recitals appearing above, which recitals form a substantive part of this Agreement and are incorporated herein by this reference as though restated fully below.

IT IS HEREBY AGREED as follows:

I. In the event the City is successful in conducting a positive vote by the voters of the City in favor of the City's annexation into the MCL district by no later than

twelve (12) months from November 15, 2011, then the MCL agrees in consideration thereof to pay up to \$250,000, towards agreed remodeling, renovations and improvements to the existing Prosser Library facility, inclusive of the purchasing of furnishings, additional technology and materials resulting from increased space.

The parties estimate that approximately \$129,000, of the stated \$250,000 amount will go towards "Hard Costs" being fixtures and other improvements to the Prosser Library structure itself.

Recognizing the significance of this investment by the MCL, the City agrees that in the event the City should subsequently de-annex within ten (10) years of the initial favorable annexation vote, the City will then reimburse to the MCL a portion of the estimated \$129,000 amount of Hard Costs under a declining balance formula which will have the effect of discounting said amount by 10% per year for each year of the ten (10) year term, or part thereof. The \$129,000 figure for Hard Costs is an estimate at this point. The final amount for Hard Costs will later be agreed upon by the parties in writing. Hard Costs are intended to include all work involving fixtures, remodeling and renovation of the Prosser Library structure, both interior and exterior, as well as all reasonable and necessary expenses related to the same, including but not limited to, demolition, architectural and engineering services, electric and telecommunication modifications and additions, permits, inspections and the like.

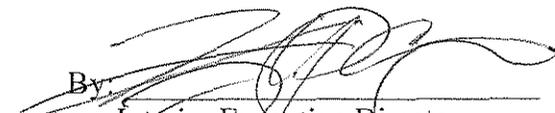
II. It is recognized that the ten (10) year term provided for above will extend out beyond the term of the original Library Services Contract. Recognizing that eventuality, the parties hereby agree that the provisions of this Addendum shall survive the ending or other termination of the said Library Services Contract, so that the

provisions of this Addendum will remain fully enforceable in accordance with its terms, and as supplemented by the then applicable terms and provisions of the original Library Services Contract. This assumes the contingencies and commitments set forth above take place as contemplated.

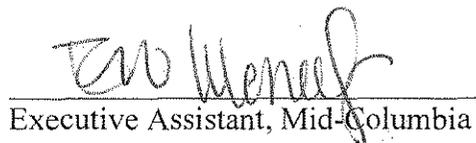
III. Except as expressly amended by the terms of this Addendum, the terms and provisions of the original Library Services Contract shall otherwise continue in full force and effect as originally agreed.

IN WITNESS WHEREOF, the said District and the said City have caused this Addendum to be executed by their respective officers on the day and year first written above.

MID-COLUMBIA LIBRARIES

By: 
Interim Executive Director,
Mid-Columbia Libraries

Attested to by:


Executive Assistant, Mid-Columbia
Libraries

CITY OF PROSSER

By: 
Mayor

Attested to by:


Clerk, City of Prosser