



YAKIMA COUNTY INTERLOCAL AGREEMENT



THIS INTERLOCAL AGREEMENT is entered into between YAKIMA COUNTY, Washington (hereinafter referred to as the "County"), whose address is 128 North Second Street, Yakima, Washington 98901, and the Yakima Valley Regional Library whose address is 102 N. Third St., Yakima WA 98901, (hereinafter referred to as "Library") pursuant to Chapter 39.34 RCW.

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

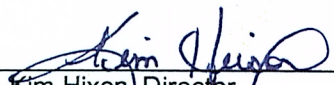
- I. The Library agrees to provide the County with access to run fiber through the basement of the building located at 32 North Third Street, Yakima WA.
- II. The Library agrees to allow this access at no charge to the County.
- III. The County agrees that the County's access will not interfere with the Library's equipment or services.
- IV. Yakima County Director of Technology Services is authorized to sign the this form on behalf of the Yakima County Commissioners.
- V. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (R.C.W. Chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) or any other applicable state, federal or local law, rule or regulation.
- VI. Except as provided herein, each party shall indemnify and hold harmless the other party, its officers, agents, and employees, from all liability, loss or damage, including costs of defense that may suffer as a result of the claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees, or subcontractors pursuant to this Agreement.

VII. YAKIMA COUNTY DISCLAIMS ALL WARRANTIES BOTH EXPRESSED AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. YAKIMA COUNTY ACCEPTS NO LIABILITY RESULTING FROM DELIVERY OR NON-DELIVERY OF SERVICES OR FOR DAMAGES TO ANY EQUIPMENT OWNED OR OPERATED BY THE CITY OR ANY OTHER PERSON OR FOR ANY CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS OR LOSS OF USE OF ANY PROPERTY. THE CITY ACKNOWLEDGES THAT ITS ONLY REMEDY FOR FAILURE OF ANY SERVICE OR EQUIPMENT PROVIDED FOR HEREIN IS CANCELLATION OF THIS AGREEMENT

VIII. This Agreement shall be governed by the laws of the State of Washington. Any action suit or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

IX. The term of this agreement shall be from the date of execution until canceled as provided herein.

YAKIMA VALLEY REGIONAL LIBRARY



Kim Hixon, Director
Yakima Valley Regional Library

1/8/09
Date

YAKIMA COUNTY


George D. Horton, Director
Technology Services

1/9/09
Date