

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF YAKIMA  
AND  
DOWNTOWN ASSOCIATION OF YAKIMA**

**THIS AMENDMENT TO THE DOWNTOWN ASSOCIATION OF YAKIMA AGREEMENT FOR MAINTENANCE AND BEAUTIFICATION SERVICES (“Agreement”)** is made and entered into by and between DOWNTOWN ASSOCIATION OF YAKIMA, a Washington non-profit corporation (“DAY”) and THE CITY OF YAKIMA, a Washington municipal corporation (“City”).

**WHEREAS**, on or about July 1, 2017, under City Contract Number 2017-081 and Resolution Number R-2017-077, the City and DAY entered into an Agreement wherein DAY agreed to a scope of services and the City agreed to pay DAY to accomplish those services; and

**WHEREAS**, the Agreement’s term was 6 months with additional terms on a year-to-year basis; and

**WHEREAS**, the City and DAY have continued discussions regarding entering into a new Agreement regarding DAY’s work in downtown Yakima and would like to extend the Agreement to allow for additional time to negotiate a new Agreement; and

**WHEREAS**, it has been determined by both parties that the Agreement should be amended to extend the term through December 31, 2022, or the date on which a new Agreement is entered, with all other terms and conditions to remain the same; and

**WHEREAS**, the City and DAY wish to amend the terms and conditions of the Agreement to extend the term, which the City Council finds is in the best interests of the City and its residents;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and DAY as follows:

**Section 1:** Section V.1: Term of Agreement, of the attached and incorporated “Agreement” is amended to read as follows:

**1. TERM OF AGREEMENT**

The effective date of this AGREEMENT shall begin July 1, 2017, and it shall terminate December 31, 2022, unless terminated earlier by the CITY in accordance with paragraph 6 of this Section of this AGREEMENT, or unless the Parties enter into a new Agreement. Prices shall remain firm for the first six month period of the AGREEMENT. Compensation for the remaining term of this AGREEMENT shall be determined after estimates of annual DYBID assessments, together with the amount available in the City’s CBD account have been considered, any change in compensation during the term shall be approved through the City’s budget process each fall.

**Section 2:** Section V.3.b.: Agreement Representatives, of the attached and incorporated “Agreement” is amended to read as follows:

b. For CITY

Name of Representative: Robert Harrison  
Title: City Manager  
Mailing Address: 129 North 2<sup>nd</sup> Street  
City, State and Zip Code: Yakima, WA 98901  
Telephone Number: 509-575-6000  
Email Address: [bob.harrison@yakimawa.gov](mailto:bob.harrison@yakimawa.gov)

**Section 3:** Except as expressly modified herein, all other terms and conditions of the attached Agreement and its amendments shall remain in full force and effect.

**Section 4:** Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Amendment is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this Amendment.

DATED this \_\_\_\_\_ day of February, 2022.

**CITY OF YAKIMA**

**DOWNTOWN ASSOCIATION OF YAKIMA**

\_\_\_\_\_  
Robert Harrison, City Manager

\_\_\_\_\_  
Andrew Holt, Executive Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk