



OFFICE OF THE CITY MANAGER
129 North Second Street
CITY HALL, Yakima, Washington 98901
Phone (509) 575-6040

March 2, 2022

Re: Letter of Intent Regarding a Feasibility Study for a New Parking Garage

This Letter of Intent represents an intent by the Greater Yakima Chamber of Commerce and the City of Yakima to work together to evaluate the feasibility of a parking garage near the Chamber building and the Yakima Convention Center, which could allow for development of the Chamber property.

1. Description of the parties

The Greater Yakima Chamber of Commerce (hereinafter referred to as "Chamber") has been serving the Yakima Valley for 125 years. It promotes pride in Yakima's diverse communities through positive, active leadership aimed at creating a cohesive, successful business climate in Yakima.

The City of Yakima is a first-class charter city in Central Washington with a population of almost 97,000. The City owns the Yakima Convention Center, located a block from the Chamber, including adjacent parking lots for convention attendees and visitors. There is interest in evaluating whether additional development which would provide lodging and services for convention attendees is feasible in the area. Feasibility of development depends, in part, on the construction of a parking garage that would replace the surface parking lost by development.

2. Description of the project

The City, with funding from the Public Facilities District, intends to enter into a contractual relationship with ECONorthwest wherein ECONorthwest will conduct a study to determine the feasibility of building a parking garage to support the Yakima Convention Center and attract new development to the current parking lot and Chamber space.

3. Commitment

The City is committed to contracting with ECONorthwest and evaluating the feasibility study in a timely manner. The Chamber currently has plans to improve its building, and agrees to put those plans on hold for a short period of time so that the feasibility study can be conducted and evaluated. If the City moves forward with a development, it will likely require the Chamber to move from its location, so it is in the Chamber's interest to delay its improvement plans for the short period of time in which the feasibility study is being done. Both the City and the Chamber are committed to finding ways to bring more businesses, visitors, and conventions to the City of Yakima.

a City Obligation The City will agree to contract with ECONorthwest, administer the contract and provide a copy of the feasibility study to the Chamber within ten (10) days of receipt

There is no requirement that the City take any action other than an evaluation of the feasibility study

b Chamber Obligations The Chamber agrees to refrain from constructing improvements to the building for six (6) months from the date of this Letter of Intent to provide ECONorthwest the time to conduct the feasibility study, and provide the City time to evaluate the feasibility study. At the end of the term of this Letter of Intent, the parties acknowledge that the Chamber may move forward with constructing improvements it wishes in due course, provided, nothing in this section restricts or limits the Chamber from planning, bidding or conditionally arranging for the improvements during the six month limitation period

c No Waiver of Public Review or Process Nothing in this letter of intent or subsequent agreements creates any obligation on the part of the city with regards to determining a project for the properties surrounding the Chamber and Convention Center owned by the City, engaging with any developer, issuance of permits, zoning approval, SEPA outcomes or City permitting or planning determinations regarding any development. The City makes no representations as to issuance of any permit or decision associated with the project. This Letter of Intent does not bind members of the City Council to a specific vote on any project-related matter that comes before it.

The Chamber acknowledges that the actions required to fulfill the terms agreed upon herein may be subject to public review, including votes by the City Council. It is mutually understood that this Letter of Intent does not eliminate these public processes, nor does it legally bind members of the City Council to vote in a particular way on a given item. The Chamber further acknowledges that this agreement does not constitute an irrevocable commitment on the part of the City to approve a project on the property, approve a parking garage, or otherwise approve anything deemed feasible in the feasibility study, and does not foreclose the City from considering alternatives to the project or mitigation measures identified as part of the development review process or environmental review process.

d Limitation on Assignment The Chamber acknowledges that the City's consent to issue this Letter of Intent is based on the prior experience and qualifications of the Chamber. Therefore, the Chamber shall not assign, sell, or otherwise transfer any rights under this Letter of Intent without the prior written approval of the City in its sole and absolute discretion.

e Limitation of Remedies The parties are limited to the following exclusive rights and remedies upon any breach or default of this Letter of Intent: (1) termination of the Letter of Intent, or (2) enforcement of this Letter of Intent by specific performance or injunctive relief. Neither party shall be responsible for any other monetary damages or other remedies not expressly contemplated herein. Both parties acknowledge that there is a risk that, subsequent to the execution of this Letter of Intent, they will discover, incur or suffer loss, damages or injuries in connection with this Letter of Intent which are unknown or unanticipated at the time that it is executed. Each party hereby assumes this risk and understands that the limitations on remedies set forth herein shall apply to all unknown and unanticipated losses, damages, or injuries related to the matters released herein, as well as those known and anticipated.

The parties hereby agree to release, indemnify, defend, and hold harmless each other, their respective elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities and losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Letter of Intent or the acts, failures to act, errors or omissions, or any of their agents or subcontractors, in performance of this Letter of Intent, except for claims caused by their sole negligence. The mutual right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in one or the other party's favor.

f Termination

- i Either party may terminate this Letter of Intent, without cause, upon giving the other party thirty (30) days written notice.
- ii This Letter of Intent will automatically terminate at the end of the six (6) month period.

g No Further Assurances/No Third-Party Beneficiaries This Letter of Intent is expressly limited to the parties' respective commitments set forth above. Neither party makes any further assurance, promise or commitment of any kind or nature. This Letter of Intent is limited to the benefit of the parties, and there are no intended, or actual, third party beneficiaries.

h Notices Any notice, request or other communication to be provided by either party shall be in writing and sent via first class mail, certified, postage prepaid, return receipt requested, or by personal delivery, to the addresses listed below.

i Modifications This Letter of Intent may be modified only by written agreement of both parties. Any such modifications are subject to all applicable approval processes required by, without limitation, the City's Charter and laws.

j Construction This document shall be construed as if both parties had jointly prepared it. As a result, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

k Complete Agreement This Letter of Intent contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not contained, referenced, and/or incorporated into this Letter of Intent by reference shall be deemed in any way, to exist or bind any of the parties.

Approved by the Greater Yakima Chamber of Commerce Board on March _____, 2022.

Approved by the Yakima City Council on March _____, 2022.

**GREATER YAKIMA CHAMBER OF
COMMERCE**

CITY OF YAKIMA

Verlynn Best, Executive Director
Greater Yakima Chamber of Commerce
10 North 9th Street
Yakima, WA 98901
509-248-2021
Email: verlynn@yakima.org

Robert Harrison, City Manager
City of Yakima
129 North 2nd Street
Yakima, WA 98901
509-575-6000
bob.harrison@yakimawa.gov