

AGREEMENT BETWEEN THE CITY OF YAKIMA AND DOWNTOWN ASSOCIATION OF YAKIMA FOR MAINTENANCE AND BEAUTIFICATION SERVICES

THIS AGREEMENT is entered into by and between the City of Yakima, a municipal corporation (hereinafter referred to as “CITY”) and Downtown Association of Yakima, a non-profit corporation (hereinafter referred to as “DAY”) for maintenance and beautification services in the downtown Yakima area, as outlined in this Agreement.

I. RECITALS

A. City of Yakima is a municipal corporation of the State of Washington, with City Hall located at 129 North 2nd Street, Yakima, Washington, 98901.

B. Downtown Association of Yakima is a non-profit corporation operating within the City of Yakima, located at 14 South First Street, Yakima, Washington, 98901.

C. City has contracted with DAY for maintenance and beautification services from 2017 to the present and wishes to continue contracting with DAY for these services.

D. The parties desire to enter into an agreement regarding the maintenance and beautification of downtown Yakima, as outlined by the terms and conditions herein.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, consideration, conditions and promises herein, and for the mutual benefit to the parties hereto, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide administrative, management, maintenance services and beautification programs in downtown Yakima and to fulfill the objectives and obligations as set forth in the Scope of Services below, and as further specified in Exhibit “A”, attached hereto and fully incorporated herein by reference.

2. Scope. DAY agrees to perform consulting, management, administrative, advisory and maintenance services for the CITY as set forth generally below and as further specified in Exhibit “A” within the downtown area, which is depicted in the Exhibit “B” map attached hereto and fully incorporated herein. General services provided shall be:

- a. Develop, implement, and provide daily management of maintenance and beautification programs within the Downtown Yakima Business Improvement District (DYBID).
- b. Provide all necessary staffing to meet the Scope of Services requirements. DAY and the CITY should meet yearly during the month of January to discuss expected hours to be worked and a deployment plan for providing said work.
- c. Contract for, manage, and/or provide for the provision of planting and landscape services in the DYBID.
- d. Contract for and/or provide daily oversight of maintenance ambassador programs and/or maintenance of the DYBID.
- e. Contract for and/or provide other works and services necessary to fully comply with the identified services required by this Agreement.

- f. Provide CITY with copies of all contracts between DAY and third-parties, including but not limited to sub-contractors or vendors, that are necessary for the provision of the materials and labor required to fulfill the terms and conditions of this Agreement. For example, a copy of the contract between DAY and a vendor providing flower baskets or flowers for planters must be provided to the CITY.
- g. Communicate large maintenance issues to the appropriate CITY departments and/or the Downtown Yakima Business Improvement District Advisory Board.

3. CITY Responsibilities.

- a. CITY shall provide up to two dumpsters in a convenient downtown location (or locations if two are provided). Weekly pick-up will be provided by the CITY, unless additional pick-ups are requested by DAY. DAY is responsible for the costs of garbage service but not the costs of the refuse bins.
- b. CITY shall pay the costs of providing irrigation water to the downtown area.
- c. CITY will provide to the Downtown Yakima Business Improvement District advisory board education and information on its roles and responsibilities and how DAY, the CITY and DYBID work together.
- d. CITY may provide educational information to downtown business owners about their responsibilities versus DAY's responsibilities if issues arise which the CITY believes it would be advantageous to do so. DAY may suggest education pieces or concerns that might be addressed through education from the CITY.

4. Equipment and Uniforms.

- a. DAY shall provide all equipment and supplies necessary to fulfill the terms and conditions of this Agreement. DAY shall be responsible for all maintenance and repair of said equipment. Anticipated needed equipment includes: truck and trailer to perform trash and landscaping services; pressure washer; billy goat vacuum (or equivalent), cleaning tools and supplies (plastic gloves, fuel, brooms, trash can liners, graffiti removal equipment, etc.).
- b. DAY shall provide its staff and volunteers with uniforms. Uniforms must include the DAY logo and/or name, and be appropriate for the weather. Uniforms shall be pre-approved by the City and be cleaned and maintained on a regular basis. DAY personnel are expected to maintain a neat and clean appearance and present a polite demeanor to the public.

5. Reporting and Meeting.

- a. DAY will provide the CITY with a detailed status summary detailing all work efforts and management services provided pursuant to this Agreement, as well as a summary of costs expended and work of sub-contractors. Such status summary shall be given quarterly (January 1, March 1, July 1, and October 1 of each year) in writing to the City Manager. Status summaries shall be presented to the City Council upon request.
- b. Regular meetings between DAY and the CITY will be held on the first week of each month at a time agreed upon by both parties. The parties may agree to hold meetings at different intervals upon mutual agreement. These meetings may include, from time to time, the CITY arborist to discuss tree health and assist DAY with downtown trees.

6. Term. This Agreement shall be for a term of five (5) years, with effective dates of January 1, 2023 through December 31, 2028.

7. Consideration.

- a. As compensation for the managerial, administrative, advisory and maintenance services provided by DAY in accordance with this Agreement, and its Scope of Services, the CITY agrees to pay DAY One Hundred Seventy-Five Thousand Dollars (\$175,000.00) in equal quarterly installments from DYBID assessments for the services provided. CITY also agrees to pay the City Contribution required to obtain Mainstreet Funds during the term of this contract for the services provided.
- b. No payment shall be made through this Agreement for any work performed by DAY other than work identified and set forth herein, and in the Exhibits attached and incorporated hereto.
- c. If additional work outside the scope of this Agreement is requested by the CITY and agreed to by DAY, such work shall be paid in addition to the consideration outlined in this section and shall be formalized in either a written addendum to this Agreement, or in a separate Agreement between the parties.
- d. CITY and DAY should meet approximately six months after the inception of this Agreement to review and discuss the compensation consideration of this Agreement. Such review does not guarantee an increase in compensation.

8. Payment.

- a. DAY shall, in accord with the rates set forth herein, submit invoices to CITY not more often than once per month during the term of this Agreement for the work completed during the invoice period. Invoices should cover the period of time DAY performed work for the CITY during the billing period.
- b. DAY shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of the CITY.
- c. Unless otherwise provided for in this Agreement, or any exhibits or attachments hereto, DAY shall not be paid for any billings or invoices presented for payment for work accomplished prior to the execution of this Agreement or after its termination, provided, however, that it is understood and agreed that billings or invoices that are submitted after the termination of the Agreement that are for compensation for work that was completed prior to the Agreement's termination, and accepted by the CITY, will be paid.

9. Purchasing Requirements. Per RCW 35.87A.200, a city authorized to establish a parking improvement area shall call for competitive bids by appropriate public notice and award contracts, whenever the estimated cost of such work or improvement, including the cost of materials, supplies and equipment, exceeds the sum of two thousand five hundred dollars (\$2,500.00). Compliance with these requirements shall be accomplished by contacting the CITY's Purchasing Division for assistance when purchasing supplies and equipment associated with this Agreement.

10. Independent Contractor. DAY and CITY understand and expressly agree that DAY is an independent contractor in the performance of each and every part of this Agreement. DAY and its employees shall make no claim of CITY employment nor shall they claim against the CITY any related employment benefits, social security, and/or retirement. DAY specifically has

the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Agreement. DAY shall have and maintain complete responsibility and control over all of its subconsultants, employees, agents, subcontractors and representatives. No subconsultant, employee, agent, subcontractor or representative of DAY shall be or deemed to be or act or purport to act as an employee, agent or representative of the CITY. However, DAY agrees to immediately remove any of its employees, agents or subcontractors from assignment to perform services under this Agreement upon receipt of a written request to do so from the CITY.

11. No Third Party Rights. This Agreement is entered into for the sole benefit of the parties. It shall confer no benefits or rights, director or indirect, on any third parties. No person or entity other than the CITY and DAY may rely upon or enforce any provision of this Agreement.

12. Indemnification and Hold Harmless.

- a. DAY agrees to release, indemnify, defend, and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, 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 Agreement or the acts, failures to act, errors or omissions of DAY, or any of DAY's agents or subcontractors, in performance of this Agreement, except for claims caused by the CITY's sole negligence. The CITY's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the CITY.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of DAY and the CITY, DAY's liability, including the duty and cost to defend, shall be only to the extent of DAY's negligence.
- c. It is specifically and expressly understood that DAY waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. DAY's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits, acts, or programs. DAY shall require that its subcontractors, and anyone directly or indirectly employed or hired by DAY, and anyone for whose acts DAY may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- d. The CITY shall defend, indemnify and hold harmless DAY for any claim for personal injury, death, or damage to tangible personal or real property to the extent caused by the sole negligence or willful misconduct of the CITY, its employees, officers, or agents.

13. Maintenance and Retention of Records.

- a. DAY shall maintain (in accordance with generally accepted accounting practices) books, accounts, records, documents and other materials related directly or indirectly to the costs, expenses and revenues relevant under this Agreement. All such books, accounts, records, documents and other materials shall be subject to inspection and audit at reasonable times by representatives of the CITY. DAY shall make such books, accounts, records, documents and other materials available and afford the proper facilities for such inspection and/or audit within forty-eight (48) hours of inspection/audit notification from the CITY. Such books, accounts, records, documents and other materials may be copied by representatives of the CITY as part of such inspection/audit. However, the making of (or failure or delay in making) such inspection or approval shall not relieve DAY of responsibility for performance of this Agreement, notwithstanding the CITY'S knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. DAY shall preserve and make available all such books, accounts, records, documents and other materials for a period of at least six (6) years after termination of this Agreement.
- b. DAY shall promptly furnish the CITY with such information related to this Agreement as may be requested. Until the expiration of six (6) years after termination of this Agreement, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, DAY shall provide the CITY access to (and the CITY shall have the right to examine, audit and copy) all of DAY's books, documents, papers and records which are related to this Agreement.
- c. The CITY is required by law to comply with the Washington State Public Records Act (PRA), Chapter 42.56 RCW. All records relating to DAY's actions or obligations, or records relevant to, this Agreement must be made available to the CITY, and also produced to third parties, if required, pursuant to the PRA or by law. All determinations of records subject to release under the PRA, or otherwise required by law, shall be at the sole discretion of the CITY. This Agreement and all public documents associated with this Agreement shall be available to the CITY for inspection and copying by the public where required by the PRA or other law, to the extent that public records in the custody of DAY are needed for the CITY to respond to a request under the PRA, as determined by the CITY. If DAY considers any portion of any records provided to the CITY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, DAY shall clearly identify any specific information that it claims to be confidential or proprietary. If the CITY receives a request under the PRA to inspect or copy the information so identified, and determines that the release of the information is required or otherwise appropriate, the CITY'S sole obligation shall be to notify DAY of the request and the date such information will be released to the requestor unless DAY obtains a court order to enjoin the release, pursuant to RCW 42.56.450. If DAY fails to timely obtain a court order enjoining disclosure, the CITY will release the requested information on the date specified. The CITY has, and by this section assumes, no obligation on behalf of DAY to claim any exemption for disclosure under the PRA. The CITY shall not be liable to DAY for releasing records not clearly identified by DAY as confidential or proprietary. The CITY shall not be liable to DAY for any records that the CITY releases in compliance with the PRA, this section, or in compliance with an order of a court of competent jurisdiction.

14. Nondiscrimination. During the performance of this Agreement, the Parties shall not discriminate in violation of any applicable federal, state, and/or local law or regulation on the basis of age, sex, race, creed, color, religion, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, or any other classification protected under federal, state, or local law. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

15. Compliance with Law. The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

16. Work for Hire. Material produced in the performance of the work under this Agreement shall be as works for hire and shall be owned by the CITY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. CITY agrees that if it uses any materials prepared by DAY for purposes other than those intended by this Agreement, it does so at its sole risk and it agrees to hold DAY harmless therefore to the extent such use is agreed to in writing by DAY. Copies, including copies of electronic documents and materials produced under this Agreement, shall be submitted to the CITY upon request or at the end of this Agreement's term, using a computer program and version specified by the CITY.

17. Insurance. At all times during the term of this Agreement, DAY shall secure and maintain in effect insurance to protect the CITY and DAY against all claims, damages, losses, and expenses arising out of or resulting from the fulfillment and/or activities undertaken pursuant to this Agreement. DAY shall provide and maintain in force insurance in limits no less than those stated below as applicable. CITY reserves the right to require higher limits should it deem it necessary in the best interest of the public. If DAY carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements and CITY shall be named as an additional insured for such higher limits. Failure by the CITY to demand such verification of coverage with these insurance requirements or failure of the CITY to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of DAY's obligation to maintain such insurance. DAY's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Agreement. Any insurance, self-insurance or insurance pool coverage maintained by the CITY shall be in excess of the DAY's insurance and neither the CITY nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by DAY's insurance.

a. Commercial General Liability Insurance. Before this Agreement is fully executed by the parties, DAY shall provide the CITY with a certificate of insurance as proof of the commercial liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or

higher in Best's Guide and admitted in the State of Washington.

b. Commercial Automobile Liability Insurance. Before this Agreement is fully executed by the parties, DAY shall provide the CITY with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability shall apply to "Any Auto" and be shown on the certificate. The required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

c. Statutory workers' compensation and employer's liability insurance shall be required as required by state law.

d. Professional Liability Coverage. Before this Agreement is fully executed by the parties, DAY shall provide the CITY with a certificate of insurance as proof of professional liability coverage with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

e. Umbrella Coverage. DAY shall maintain an Umbrella Insurance policy with limits of no less than One Million Dollars (\$1,000,000). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The insured shall not cancel or change the insurance without first giving the CITY thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its elected and appointed officials, officers, employees, agents, and representatives thereunder. The CITY and the CITY's elected and appointed officials, officers, principals, employees, representatives and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the CITY until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change.

At any time during the life of this Agreement, or any extension, DAY fails to maintain the required insurance in full force and effect, this Agreement shall be terminated immediately.

18. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

19. Dispute Resolution. The City and DAY agree to meet to discuss any outstanding issues related to the performance of this Agreement in order to resolve any disputes through cooperation and negotiation. In the event any dispute cannot be resolved through cooperation and negotiation, the parties agree to submit such dispute to a mediator, mutually acceptable to both parties. Each party shall bear and pay its own expenses and costs of mediation, as well as one-half of the mediator's fee. If such dispute is not resolved through mediation, the parties may seek redress through any court with jurisdiction.

20. Integration. This Agreement contains all of the terms and conditions agreed on by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, are deemed to exist or to bind either of the parties.

21. Modifications. No amendment or modification to this Agreement shall be made unless set forth in writing and approved by both Parties. Work shall not proceed under any such modification or amendment until the CITY has duly executed the amendment or modification.

22. Assignment. This Agreement shall not be assigned or transferred in whole or in part by DAY to any other person or entity without the prior written consent of the City, which may be withheld for any reason or no reason at all. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of DAY stated herein.

23. Severability.

- a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which conflicts shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- c. Should the CITY determine that the severed portions substantially alter this Agreement so that its original intent and purpose no longer exists, the CITY may, in its sole discretion, terminate this Agreement.

24. Termination. The parties may terminate this Agreement according to the following provisions:

- a. The City or DAY may terminate this Agreement, with or without cause, by giving the other party sixty (60) calendar days written notice of termination by certified and regular mail, or hand delivery. In that event, the CITY shall pay DAY for the work done up until the termination date of this Agreement; however, if there are any projects or work that can be paused or do not need to occur during the notice period, CITY shall not be required to pay for such work, and DAY shall not undertake such work without express written permission of CITY.
- b. In the event DAY breaches any of its obligations hereunder, and fails to cure said breach within ten (10) days of written notice to do so by the CITY, the CITY may terminate this Agreement. Upon termination, CITY shall pay DAY only for services that have been accepted by the CITY up to the date of termination. Upon such termination, CITY, at its discretion, may obtain performance of the work elsewhere, and DAY shall bear all costs and expenses incurred by the CITY in completing the work, and all damages sustained by CITY by reason of DAY's breach.
- c. This Agreement may be terminated in whole or in part upon mutual written agreement of the parties.
- d. In the event that the CITY's funding for this Agreement obligation is withdrawn, reduced, limited, or not approved in any way (including, but not limited to, act of Council during the yearly budget process) after the effective date of this Agreement, CITY may summarily terminate the Agreement notwithstanding any other termination provision. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by CITY to DAY. Services that are performed after the effective date will not be eligible for compensation, and any invoice for such services will not be honored. Any services that are performed prior to and including effective date will be eligible for compensation.

25. Notices. Unless otherwise stated herein, all notices and demands are required to be in writing and sent to the parties by certified mail, return receipt requested, or hand delivered, at their addresses as follows:

- a. CITY OF YAKIMA
Robert Harrison, City Manager
129 North 2nd Street
Yakima, WA 98901
robert.harrison@yakimawa.gov
- b. DOWNTOWN ASSOCIATION OF YAKIMA
Andrew Holt, Executive Director
14 South First Street
Yakima, WA 98901
yakimadowntown@gmail.com

26. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be Yakima County.

27. No Conflict of Interest. DAY represents that it and its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. DAY further covenants that it

will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

28. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

DATED this _____ day of December, 2022.

CITY OF YAKIMA

DOWNTOWN ASSOCIATION OF YAKIMA

Robert Harrison, City Manager

Andrew Holt, Executive Director

ATTEST:

Sonya Claar-Tee, City Clerk

Exhibit A

SCOPE OF SERVICES

The following scope of services shall be performed by DAY under the Agreement:

1. DAY Services Goals

- a. To provide a clean and safe environment for downtown Yakima.
- b. To offer customer service orientation to pedestrians, especially convention and event visitors.
- c. To provide a vibrant, clean, green and colorful downtown through landscaping, art and other similar strategies.
- d. To act as an extra set of eyes and ears on downtown streets to relay crime information to the Yakima Police Department and assist the City in evaluating and addressing crime downtown.

2. Services to be Provided

a. Cleaning services as follows:

1. Pan and broom litter pick-up of downtown sidewalks.
2. Sweeping sidewalks to remove debris.
3. Litter pickup throughout the downtown area.
4. Cleaning street furniture.
5. Cleaning out planters and planting areas.
6. Paper sign and handbill removal from City-owned light poles, City-owned fences, planters, street furniture, and garbage cans.
7. Removal of graffiti from public property.
8. Removal of graffiti from private property if DAY has on file a written waiver granting permission to do so.
9. Weekly removal of trash can contents and liner replacement in City trash cans. Additional removal during the week if necessary.
10. Assist City of Yakima Street Division employees to blow and/or sweep sidewalk debris into the streets in advance of street sweeping.
11. All cleaning work will be performed on sidewalks, from the building line to the street line, including gutters. Cleaning services do not include cleaning private property or areas outside of the boundaries outlined in Exhibit "B."

b. Landscape Maintenance

1. Regular maintenance, pruning, trimming and weed abatement of downtown landscaped flower beds and baskets, including, but not limited to, removing dead flower blooms, plant replacement as needed, watering and fertilizing and insecticide application as needed.
2. Winterizing planters.
3. Weed abatement on public rights-of-way.
4. Purchase hanging baskets (estimated to be 300 per season) at the beginning of the season, and take down hanging baskets at the end of season. Re-usable baskets and encouraged and will be stored by DAY during the off season.
5. Plant City ground planters (estimated to be 215 planters) and flower beds as needed at the beginning of the season.
6. Irrigation system repairs both minor (generally above-ground irrigation issues, drip irrigation to planters and hanging baskets) and major. Generally major irrigation

system repairs will require either coordination with the City, or completion by the City, depending on the nature of the repair. DAY and CITY will coordinate and communicate about irrigation system repairs and issues to determine the best course of action for repair.

7. DAY is responsible for turning on the irrigation systems and ensure a water schedule is programmed to operate within seven days of irrigation water becoming available for the season. At the end of the season, the CITY will blow out the irrigation lines.
8. Mow Millennium Plaza grass as needed to provide a neat appearance.
9. Maintain the pocket park at 2nd Street and Yakima Avenue as needed to provide a neat appearance.
10. At all times at least one staff member must have a current applicators license for weed abatement.

c. Pressure Washing.

Hot spot power wash the downtown sidewalks as needed throughout the year. Pressure washing should occur to clean up regular spills and stains as well as spills and stains following special events. The pressure washing may also be used to remove graffiti where appropriate.

d. Snow Removal

1. Snow removal on crosswalk landings throughout downtown shall be completed by DAY.
2. Snow removal on sidewalks adjacent to City-owned parking lots downtown shall be completed by DAY.
3. CITY and DAY should coordinate with regards to timing of snow removal so that snow removal by DAY on main streets can occur generally after snowplows have plowed the roadways. However, DAY should strive to have crosswalks cleared so that pedestrians have access to sidewalks to access businesses and services downtown. DAY understands that it might not be able to coordinate and snowplowing may occur after initial snow removal, requiring additional snow removal activity by DAY.
4. DAY shall be responsible for ice removal or placement of ice melt in the crosswalks and adjacent to City-owned parking lots when necessary.

e. Inventory

Keep regular inventory of sidewalk benches, planters, trees, refuse cans, and any other similar downtown assets, and help with installation when items need to be replaced or moved if requested by the CITY.