

# Operation and Maintenance Agreement Amendment

This AGREEMENT is an amendment to City Contract 2019-033 between the City of Yakima, a Washington municipal corporation (hereinafter the "City") and Opportunities Industrialization Center of Washington, a Washington non-profit corporation (hereinafter "OIC") and collectively, referred to as the "Parties." This agreement shall be effective upon the date of last signature.

WHEREAS, the City is the owner of the Henry Beauchamp Jr. Community Center (hereinafter "HBCC") which is located within the City of Yakima at 1211 South 7<sup>th</sup> Street, Yakima, Washington, 98901; and

WHEREAS, OIC manages, operates and maintains HBCC as a neighborhood facility to meet the needs and desires of the neighboring community, youth, the poor and the disadvantaged; and

WHEREAS, there is a desire to provide youths attending HBCC summer programs a direct route of transportation to and from Franklin Pool which is owned and operated by the City and located within the City of Yakima at 2101 Tieton Drive, Yakima, Washington, 98902; and

In consideration of the promises contained herein, the Parties agree as follows:

1. OIC agrees to coordinate and provide direct transportation of HBCC youths to and from the Franklin Pool and the HBCC on up to three summer dates. OIC may contract with a charter bus service provider. In the event OIC contracts with a charter service, such contract must require 1) that the contractor maintain commercial and auto liability policies each with minimum liability limits of \$5,000,000 per occurrence, combined single limit bodily injury and property damage, and \$5,000,000 general aggregate, 2) contractor must provide a certificate of insurance and additional insured endorsement naming the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds, and 3) the certificate and endorsement must contain an explicit waiver of subrogation.
2. The City agrees to reimburse OIC for the cost of the above-described transportation in an amount not to exceed \$6,000 per summer.
3. The Parties agree to continue the transportation of HBCC youths to and from Franklin Pool for up to three dates during the summer until the pool at MLK Jr. Park is operational, whichever comes first.
4. Except as modified herein, all terms of the Original Agreement shall continue in full force and effect.

**City of Yakima**

**OIC of Washington**

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

\_\_\_\_\_  
Anthony Peterson, Chief Executive Officer

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

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

STATE OF WASHINGTON            )  
  ) ss.  
County of Yakima                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, I certify that I know or have satisfactory evidence that Anthony Peterson is the Chief Executive Officer of OIC of Washington, and acknowledged that they are authorized to execute the foregoing instrument for and on behalf of OIC of Washington and said person acknowledged that they signed this instrument and acknowledged it on behalf of OIC of Washington for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
County of Yakima                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, I certify that I know or have satisfactory evidence that Robert Harrison is the City Manager of the City of Yakima, and acknowledged that they are authorized to execute the foregoing instrument for and on behalf of the City of Yakima and said person acknowledged that they signed this instrument and acknowledged it on behalf of City of Yakima for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_