RESOLUTION NO. R-2009-171

A RESOLUTION authorizing the City Manager of the City of Yakima to execute the “CDY Agreement for Professional and Ambassador Services for the City of Yakima” to provide maintenance, management and safety ambassador services in the Downtown Yakima Public Improvement District (DYBID)

WHEREAS, the City of Yakima has a deep and abiding interest in the maintenance, beautification and preservation of the City’s Downtown Core; and

WHEREAS, the City has authorized the DYBID fund, and also contributes directly for, essential downtown maintenance services for renovated public amenities in downtown Yakima; and

WHEREAS, it is essential that services be provided to maintain, manage and provide safety ambassador services for the Downtown Yakima Business Improvement District (DYBID) established in 2008; and

WHEREAS, the Committee for Downtown Yakima (CDY) has the resources and expertise to provide maintenance and safety management that is necessary to keep the City’s Downtown Yakima Business Improvement District attractive, clean and safe; and

WHEREAS, CDY has performed the Scope of Services over the last three years in a manner strongly supporting this contract renewal for 2010; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the “CDY Agreement for Professional and Ambassador Services” with the Committee for Downtown Yakima, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized and directed to execute in substantially the same form but with modifications as necessary, the attached and incorporated “CDY Agreement for Professional and Ambassador Services for the City of Yakima” to provide maintenance, management and safety ambassador services in the Downtown Yakima Public Improvement District (DYBID).

ADOPTED BY THE CITY COUNCIL this 8th day of December 2009.

ATTEST:  
/s/ David Edler  
David Edler, Mayor

/s/ Deborah Kloster  
City Clerk
CDY AGREEMENT
FOR PROFESSIONAL AND AMBASSADOR SERVICES
for
City of Yakima, Washington

This agreement is made and entered into on this 10th day of January, 2010, between the City of Yakima, Washington, a Washington municipal corporation (hereinafter referred to as "CITY"), and Committee for Downtown Yakima, a Washington non-profit corporation (hereinafter referred to as "CDY").

CITY and CDY for mutual consideration hereinafter set forth, agree as follows:

I. OBJECTIVES

A. To provide administrative, management and maintenance services and beautification programs in downtown Yakima and to fulfill the agreements and obligations set forth in the Scope of Services, Part A, below and as further specified in Exhibit "A," Section I attached.

B. To provide safety ambassador services in downtown Yakima, as specified in the Scope of Services, Part B and Exhibit "A," Section II.

II. SCOPE OF SERVICES

A. CDY 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" I, attached hereto and incorporated herein by this reference.

1. Develop, implement and provide daily management of maintenance and beautification programs within the Central Business District (defined for purposes of this entire Agreement as the downtown areas within the Downtown Yakima Business Improvement District (DYBID)).

2. Contract for, manage and/or provide for the provision of planting and landscape services in the Central Business District.

3. Contract for and/or provide daily oversight of safety ambassador and maintenance ambassador programs.

4. Contract for and/or provide other works and services necessary to fully comply with the mutual agreements of the parties.

5. Provide accurate and timely RFP specifications to the CITY for all work requiring public bidding prior to contracting in accord with federal and state laws. The CITY shall conduct all necessary bidding processes based upon the RFP’s CDY provides, and shall provide CDY with the successful bidder’s identification in order that CDY can formally contract therewith for the provision of the services required.

6. Develop and implement a progressive volunteer program to expand the Central Business District beautification efforts.

7. Provide CITY with copies of all contracts executed by CDY with contractors and vendors that are necessary for the provision of the materials and labor required under the terms of this Contract (i.e. flower baskets).
8. Provide the City with detailed status summaries on July 1 and December 31 of each contract year detailing all work efforts and management services provided in compliance with the agreements set forth herein, as well as a description of proposed management services that will be provided under this contract.

It is understood that CDY shall contract for all necessary labor and materials in compliance with accepted Washington public works and DYBID bidding practices.

B. CDY agrees to provide safety ambassador services in the form of foot and/or bike patrol within the DYBID downtown district, said ambassadors to act as the eyes and ears of the Yakima Police Department, as well as providing concierge services to individuals using the Yakima downtown area together with the specific duties set forth in Exhibit "A" II, attached hereto and incorporated herein by this reference.

III. PAYMENT

A. Consultant, Management, Administrative, Advisory and Maintenance Services

1. As compensation for the managerial, administrative, advisory and maintenance services provided by CDY the CITY agrees to pay CDY as set forth in Paragraphs III A. and III B. The City will pay CDY Fifty Thousand Dollars ($50,000.00) from General Fund revenues for CDY's managerial, administrative, advisory and maintenance services provided under this contract.

2. No payment shall be made through this Contract for any consultant, managerial, administrative, maintenance and advisory work performed by CDY, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

B. Downtown Yakima Business Improvement District Funds

1. In addition to the City's allocation identified in paragraph A, above, the CITY agrees that CDY will receive net assessment revenue and unallocated fund reserves from the "Downtown Yakima Business Improvement District" (DYBID) collected during each contract year. The City assesses a service charge to the gross DYBID revenues by a standard formula to recover the cost to manage the DYBID assessment.

The maximum total fees and expenses payable by the CITY to CDY under this contract shall not exceed the combination of the annual net revenue of the DYBID and the DYBID unallocated fund reserves, together with the Fifty Thousand Dollars ($50,000.00) identified in paragraph A above.

2. No payment shall be made for any work performed by CDY, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

C. General provisions applicable to all services provided

1. CDY shall, in accord with the rates set forth herein, submit invoices to the CITY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CDY
performed work for the CITY during the billing period. The CITY shall pay CDY for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

2. CDY shall not be paid for services rendered under the Contract unless and until they have been performed to the satisfaction of the CITY.

3. In the event CDY has failed to perform any substantial obligation to be performed by CDY under this Contract and such failure has not been cured within ten (10) days following notice from the CITY, then the CITY may, in its sole discretion, upon written notice to CDY, withhold any and all monies due and payable to CDY, without penalty, until such failure to perform is cured or otherwise adjudicated. “Substantial” for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

4. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, CDY will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination, provided however that it is understood and agreed that billings or invoices that are submitted after the termination of this contract that are for compensation for work that was completed prior to the contract's termination and accepted by the City will be honored

IV. RETAINER
Retainer is waived for CITY.

V. STANDARD PROVISIONS

1. TERM OF CONTRACT

The term of this Contract shall begin on the date last executed below, and shall terminate on December 31, 2010, unless terminated earlier by the CITY in accordance with paragraph 6 of this Section of this Contract. This Contract may be renewed annually by action of the City Council with the mutual agreement of both parties.

2. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties’ representatives are as follows:
a. For CDY:

Name of Representative: Dan Kelleher  
Title: Executive Director  
Mailing Address: 115 N. 3rd Street  
City, State and Zip Code: Yakima, WA 98901  
Telephone Number: 509-225-2485  
E-mail Address: dan@downtownyakima.com

b. For CITY:

Name of Representative: Chris Waarvick  
Title: Public Works Director  
Mailing Address: 2301 Fruitvale Blvd.  
City, State and Zip Code: Yakima, WA 98902  
Telephone Number: 509 575-6005  
Fax Number: 509 575-6238  
E-mail Address: cwaarvick@ci.yakima.wa.us

3. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by CDY in the performance of any work required under this Contract, CDY shall make any and all necessary corrections without additional compensation. All work submitted by CDY shall be certified by CDY and checked for errors and omissions. CDY shall be responsible for the accuracy of the work, even if the work has been accepted by the CITY.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment approved by City Council, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the CITY has duly executed the Contract Amendment.

4. HOLD HARMLESS AND INDEMNIFICATION

a. CDY shall hold harmless, indemnify and defend the CITY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of CDY'S acts, errors or omissions in the performance of this Contract. Claims shall include, but not be limited to, claims that information supplied by CDY infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that CDY'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the CITY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent
negligence of the parties, CDY's obligations hereunder shall apply only to the percentage of fault attributable to CDY, its employees or agents.

b. In any and all claims against the CITY, its officers, officials, employees and agents by any employee or contractor of CDY, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CDY under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that CDY expressly waives any immunity CDY might have had under such laws. By executing the Contract, CDY acknowledges that the foregoing waiver was mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract CDY makes with any contractor or agent performing work hereunder.

c. CDY's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by CDY, CDY's employees, or agents.

5. INSURANCE

a. Workers' Compensation: CDY shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the CITY. If CDY has employees, CDY shall request the Washington State Department of Labor and Industries, Workers' Compensation Representative, send written verification to CITY that CDY is currently paying Workers' Compensation.

b. Commercial General Liability: CDY shall maintain Commercial General Liability, or a combination of Commercial General Liability and Umbrella Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than $2,000,000 per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than $2,000,000.

i. CDY shall provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of CDY will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. CDY's Commercial General Liability insurance shall include the CITY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the CITY as an additional insured.

iii. CDY shall furnish the CITY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is an Acord certificate of insurance with the endorsement page(s) of the policy showing the CITY as an additional insured attached.

iv. If CDY's liability coverage is written as a claims made policy, then CDY must evidence the purchase of an extended reporting period or "tail" coverage for
a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

v. CDY shall also maintain Employers Liability Coverage (Washington Stop Gap) with a limit of not less than $1 million.

c. Automobile Liability: CDY shall maintain Business Automobile Liability, or a combination of Business Auto Liability and Umbrella Liability insurance with a limit of not less than $2,000,000, per occurrence combined Bodily Injury and Property Damage liability. Coverage shall include owned, hired and non-owned automobiles.

d. Other Insurance Provisions:

i. CDY’S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the CITY, its elected and appointed officers, officials, employees and agents.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or agents.

iii. CDY’S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

iv. CDY shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

vi. CDY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

vii. CDY shall require that each contractor entering into contracts to provide services on behalf of CDY shall include insurance provisions in said contracts that provide the same insurance coverage that is set forth in this Contract, shall comply with all provisions of paragraph 5, herein, and shall include such requirements in all RFP’s submitted to the CITY for bidding.

viii. CDY’S Automobile Liability insurance shall include the CITY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the CITY as an additional insured.
e. Verification of Coverage and Acceptability of Insurers: CDY shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A- VII or better

i. Certificates of Insurance shall show the Certificate Holder as CITY OF YAKIMA and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

ii. Written notice of cancellation or change shall be mailed to the City’s Contract Representative identified in Section 4 of this Contract

iii. CDY shall furnish the CITY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the CITY.

iv. CDY or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the CITY.

6. TERMINATION

a. The CITY may terminate this Contract in whole or in part whenever the CITY determines, in its sole discretion, that such termination is in the best interests of the CITY. The CITY may terminate this Contract upon giving thirty (30) days written notice by Certified Mail to CDY’S Contract Representative. In that event, the CITY shall pay CDY a prorated portion of the total annual compensation authorized under this agreement in an amount that is proportional to the amount of the year for which the contracted services have been completed. Payment shall be made in accordance with Section III of this Contract.

b. In the event that funding for this contract obligation is withdrawn, reduced or limited in any way after the effective date of this Contract, the CITY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the CITY to CDY. Contracted services that are performed after the effective date, will not be eligible for compensation, and any invoice for such services will not be honored.

c. If CDY breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the CITY, the CITY may terminate this Contract, in which case the CITY shall pay CDY only for services that have been accepted by the CITY, in accordance with Section III of this Contract. Upon such termination, the CITY, at its discretion, may obtain performance of the work elsewhere, and CDY shall bear all costs and expenses incurred by the CITY in completing the work and all damages sustained by the CITY by reason of CDY’S breach.

7. NO CONFLICT OF INTEREST
CDY 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. CDY further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

8. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. CDY shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of CDY under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the CITY.

b. CDY warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CDY, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

10. INDEPENDENT CDY

a. CDY'S services shall be furnished by CDY as an Independent consultant and not as an agent, employee or servant of the CITY. CDY specifically has the right to direct and control CDY'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. CDY acknowledges that the entire compensation for this Contract is set forth in Section III of this Contract, and CDY is not entitled to any CITY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CITY OF YAKIMA employees.

c. CDY shall have and maintain complete responsibility and control over all of its subconsultants, employees, agents, contractors and representatives. No subconsultant, employee, agent, contractor or representative of CDY shall be or deem to be or act or purport to act as an employee, agent or representative of the CITY.

d. CDY shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any City, federal or state legislation which is now or may be enacted during the term of this Contract as to all persons employed by CDY and as to all duties, activities and requirements by CDY in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements there under pursuant to any rules or regulations.
11. COMPLIANCE WITH LAWS

CDY shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

12. INSPECTION OF BOOKS AND RECORDS

The CITY may, at reasonable times, inspect the books and records of CDY relating to the performance of this Contract. CDY shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

13. NONDISCRIMINATION

CDY, its assignees, delegates, contractors or subconsultants shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

14. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be as works for hire as defined by the U.S. Copyright Act of 1976 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. The CITY agrees that if it uses any materials prepared by CDY for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold CDY harmless therefore to the extent such use is agreed to in writing by CDY.

b. An electronic copy of all or a portion of material produced shall be submitted to the CITY upon request or at the end of the job using the word processing program and version specified by the CITY.

15. DISPUTES

Differences between CDY and the CITY, arising under and by virtue of this Contract, shall be brought to the attention of the CITY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due CDY shall be decided by the CITY’S Contract Representative or designee. All rulings, orders, instructions and decisions of the CITY’S Contract Representative shall be final and conclusive, subject to CDY’S right to seek judicial relief pursuant to paragraph 16 of this Section.
16. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and
delivered within the State of Washington and it is agreed by each party hereto that this
Contract shall be governed by the laws of the State of Washington, both as to its
interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this
Contract shall be instituted and maintained only in any of the courts of competent
jurisdiction in the CITY OF YAKIMA, Washington.

17. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this
Contract to be 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 Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision
of the State of Washington, that provision which may conflict 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
Contract so that the original intent and purpose of the Contract no longer exists, the
CITY may, in its sole discretion, terminate this Contract.

18. NOTICES

Any notices shall be effective if personally served upon the other party or if
mailed by registered or certified mail, return receipt requested, to the addresses set out
in paragraph 2 of this Section. Notice may also be given by facsimile with the original to
follow by regular mail. Notice shall be deemed to have been given three days following
the date of mailing or immediately if personally served. For service by facsimile, service
shall be effective upon receipt during working hours. If a facsimile is sent after working
hours, it shall be effective at the beginning of the next working day.

19. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and
conditions. Any oral or written representations or understandings not incorporated in this
Contract are specifically excluded.
VI. AUTHORIZED SIGNATORS

Committee for Downtown Yakima

By: James E. Stickel, Chair of the Board

Date: 2/11/10

City of Yakima

By: R. A. Zais, Jr., City Manager

Date: February 10, 2016

CITY CONTRACT NO: 2009-146
RESOLUTION NO: 8-2009-#9

11
Exhibit “A”

I. CDY Downtown Maintenance Scope of Work

CDY shall provide for the maintenance and care of shrubs, plants and planter areas, removal of litter, flower planting, manual plant watering, plant fertilization and weed removal within the area of the City identified as the Downtown Yakima Business Improvement District (DYBID) (specifically described in its expanded form by Ordinance 2007-15, approved by City Council on April 3, 2007, and also referred to as the “Central Business District”). Other areas also included in this Scope of Work are the Millennium Plaza and the Park located at the south east corner of South 2nd Street and Yakima Avenue. Specific provisions of this Scope of Work shall include:

1. Litter removal from the Central Business District daily, Monday through Friday inclusive, from all, alleyways, sidewalks and street gutters.

2. From April 1st through October 15 each year lawn areas at the South 2nd Street Park, Millennium Plaza, the four small lawn areas on the west side of South 4th Street, and the planting beds and islands within the Central Business District shall be irrigated daily. The trees along Yakima Avenue from 1st Street to 9th Street shall be irrigated by operation of the irrigation timers for that area.

3. On a regularly monthly basis weed control shall be provided for planting beds, islands, tree wells, flowerpots and sidewalk cracks.

4. On a weekly basis lawn areas described in paragraph 2 above shall each be mowed, trimmed and sidewalk areas adjacent to same cleaned of cuttings and debris.

5. Each year annual plants and flowers shall be provided in the planting areas, pots, and hanging baskets within the Central Business District area to create an attractive eye-appealing environment. The quantity and location of annual plants and flowers will be determined by the resources available.

6. The lawn areas described in paragraph 2, above, shall each be fertilized no less than two times per year.

7. During the fall, dead vegetation and leaves shall be removed from the planting areas, Millennium Plaza and the parks identified above within the Central Business District and planting pots emptied of dead vegetation to maintain an orderly appearance through the winter.

8. During the winter months snow and ice shall be removed from walkways around the parking lots and from each pedestrian corner within the Central Business District. Snow removal shall be initiated whenever an accumulation of two or more inches of snow occurs, and shall include ice control on the stated areas, as necessary, to provide safe footing.

jc(cont)/CDY Services Agree.
9. Sidewalks shall be swept weekly throughout the year, with pressure-washing where and when required to maintain a clean appearance. Sidewalks shall also be cleaned within twenty four (24) hours of the conclusion of downtown public events, including but not limited to the basketball tournament, vehicle cruise nights, Farmer's Market, and parades. The CDY and the City will develop an event permit process that includes a clean up deposit for major events.

10. The sidewalk trash receptacles within the Central Business District, as defined in this Memorandum of Understanding, shall be emptied weekly, at a minimum, to avoid spillover. The City will provide trash bags and free dumpster space to dispose of the trash.

11. Graffiti shall be removed by painting, using solvent and pressure washing, as is appropriate. All graffiti shall be removed within twenty four hours of occurrence on weekdays.

The City will retain responsibility for repair and replacement of all landscape infrastructure. Including, but not limited to pots, planters, hanging baskets and irrigation systems.

II. CDY Downtown Safety Ambassador Program

The CDY Safety Ambassadors shall provide security and ambassador services in the form of bicycle and foot patrols. The patrol is intended to prevent, deter and report illegal activities. The Ambassadors shall assist visitors, tenants and residents in the Downtown area by answering questions and distributing maps and information about the downtown area, helping to make downtown visitors feel comfortable. The Safety Ambassadors shall maintain communication with the police and shall report illegal activities to them. The Safety Ambassadors shall have assigned routes within the Downtown area and shall patrol from June through October of each contract year.
Downtown Yakima Business Improvement District (DYBID)