

**AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND NORTHWEST
RAILWAY MUSEUM FOR THE MAINTENANCE AND OPERATION OF PUBLIC
RESTROOMS IN SNOQUALMIE DEPOT**

THIS AGREEMENT is made this ____ day of _____, 2025, between the City of Snoqualmie ("the City") and Northwest Railway Museum ("NRM").

**I
RECITALS**

- A. The City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, title 35A RCW.
- B. NRM is a non-profit corporation organized under the laws of the State of Washington.
- C. On October 8, 2007, the City and NWRM executed an agreement for the planning, construction, operation and maintenance of improvements to the restrooms in NWRM's Depot to function as public restrooms in the Downtown Historic District.
- D. Pursuant to the October 8, 2007 Agreement, the planning and construction phase of Public Restrooms was completed.
- E. The City and NRM find it in their mutual best interests to enter into a new agreement for the maintenance and operation of Public Restrooms in the Downtown Historic District at NRM's Depot to avoid the duplication of facilities and minimize the cost.

**II
AGREEMENT**

- 1. The City and NRM shall cooperate in the operation and maintenance of the restrooms in NRM's Depot to function as public restrooms in the Downtown Historic District.
- 2. NRM shall provide the City satisfactory documentation that it is an organization described in Section 501(c)(3) of the Internal Revenue Code prior to expenditure of City funds. The City may at any time and for any reason request updated documentation that NRM is an organization described in Section 501(c)(3) of the Internal Revenue Code.
- 3. The Public Restroom Facilities shall be owned by NRM, but shall be maintained, operated, and repaired by the City, including but not limited to opening, closing, cleaning, and security in accordance with the terms of this agreement. City personnel shall have a right of entry at all times for such purposes, except during times when NRM prohibits public access.

4. NRM shall always have a right of entry to the Public Restroom Facilities and shall be provided keys or security codes for such entry. The obligations of the City for the Public Restroom Facilities shall not extend to the Depot building or grounds but only to the Public Restroom Facilities within the Depot.
5. The Public Restroom Facilities shall have entrances on the exterior of the Depot and shall be clearly signed as "Public Restrooms." The Public Restroom Facilities shall be open every day between the hours of 8:00 a.m. and 6:00 p.m., or such other hours as the Parks Department shall establish based on seasonal considerations. The public shall always have a right of entry over NRM property for the purpose of access to the Public Restroom Facilities when the facility is open to the public.
6. In the event NWRM prohibits public access to the Public Restroom Facilities for a special event occurring at the Depot, NRM shall provide alternative sanitary portable restroom and handwashing facilities at its sole expense in Railroad Park. NRM shall be responsible for cleaning and securing portable restrooms and handwashing facilities at its sole expense in Railroad Park. Public access shall not be prohibited for more than ten (10) days in aggregate in any calendar year. During such times, NRM shall be responsible for providing restroom supplies and cleaning and maintenance of the Public Restroom Facilities.
7. The City shall keep the Public Restroom Facilities clean and well supplied at all times they are open to the public. The City shall clean, maintain and repair the Public Restroom Facilities to a similar standard as City-owned restrooms in City parks. Routine Maintenance and Operation of the Public Restrooms shall be performed in accordance with the attached schedule, Attachment A.
8. The City and NWRM wish to implement needed upgrades to the restroom facilities. Upgrades include adjustments and improvements to the existing facilities to support ongoing long-term operations and maintenance. The City and NWRM shall cooperate to implement the improvements as detailed on the attached "NWRM RESTROOM IMPROVEMENTS SCHEDULE", Attachment B.
9. NRM shall promptly notify the City of any damage and maintenance issues. Promptly notify is defined as e-mailing or telephone call no later than 24 hours after observing damage or maintenance issues.
10. The Public Restroom Facilities shall have separate water, sewer, electric, and garbage accounts, which shall be paid by the City.
11. NRM shall provide casualty (property) insurance for the Public Restroom Facilities, insuring the Public Restroom Facilities to their full replacement value against fire,

windstorm, or other casualty, as part of its insurance on the Depot building. The City shall provide liability insurance for the Public Restroom Facilities with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate. Both parties shall provide the other with evidence of such insurance, provided, evidence of the City's membership in the Washington Cities Insurance Authority self-insurance pool shall fulfill this requirement. Each party shall be solely responsible for any liability arising from the sole negligence of its officials, agents, and employees, and shall hold the other harmless therefrom.

12. In the event the Depot is damaged or destroyed by fire, windstorm, or other casualty and the Public Restroom Facilities are not available for public use, then NRM may at its option either apply the proceeds of its casualty insurance to rebuilding the Public Restroom Facilities or pay the proceeds attributable to the Public Restroom Facilities to the City, in which case this Agreement shall immediately terminate. The proceeds attributable to the Public Restroom Facilities shall be determined based on their depreciated value over a fifteen (15) year useful life.
13. The term of this agreement shall be five years from the date of signing this agreement and shall automatically renew thereafter for successive terms of five (5) years unless either party gives written notice of termination not less than ninety (90) days prior to the end of the initial term or any renewal thereof.
14. This Agreement expresses the entire understanding of the parties and may be amended only in a written agreement signed by both parties.
15. This Agreement shall be binding upon the parties, and their respective successors and assigns, and a memorandum of agreement shall be recorded in the King County Recorder's Office.

CITY OF SNOQUALAMIE

NORTHWEST RAILWAY MUSEUM

Richard R. Anderson, Executive Director

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to Form

Dena Burke, City Attorney

ATTACHMENT A
Snoqualmie Railroad Depot Public Restroom
MAINTENANCE ACTIVITIES & FREQUENCY

Task	Daily*	Weekly	Quarterly
Clean sinks	x		
Check & fill soap dispensers	x		
Sweep & mop floor	x		
Clean hand dryers		x	
Clean toilets & urinals	x		
Add waterless urinal solution		x	
Check/Empty sanitary waste containers	x		
Resupply toilet paper & toilet seat covers	x		
Clean exhaust fan housing		x	
Check/empty trash	x		
Clean mirrors	x		
Clean walls			x
Deep clean of restrooms			x

ATTACHMENT B
Snoqualmie Railroad Depot Public Restroom
REPAIR & RENNOVATION ITEMS

Both sides of restroom (Men's & Women's)

- Replace (4) sink-mounted soap dispensers with more reliable units. (Contracted to others)
- Re-caulk sink edges (Snoqualmie Parks and Public Works)
- Re-caulk back of sink platform adjacent to walls (Snoqualmie Parks and Public Works)
- Re-caulk back of toilets adjacent to walls (Snoqualmie Parks and Public Works)
- Replace fluorescent lights with LED's (Snoqualmie Parks and Public Works)
- Replace (5) flushometer units on toilets with auto flush/manual option with lithium batteries (Snoqualmie Parks and Public Works)
- Remove (5) upper toilet seat cover dispenser in each restroom (Snoqualmie Parks and Public Works)
- Replace (5) lower toilet seat cover dispenser with stainless steel/more robust option (Snoqualmie Parks and Public Works)
- Check toilet paper dispensers in all toilet stalls meet ADA (Snoqualmie Parks and Public Works)
- Clean walls with magic eraser/other means, evaluate if they need repainting (Snoqualmie Parks and Public Works)

Men's Restroom

- Hot water elbow – repair/replace with Pex (Contracted to others)
- Re-varnish window frame behind sink (Contracted to others)
- Replace fabric bib over under-sink plumbing (Contracted to others)
- Replace existing waterless urinals with flush urinals – photo sensor/lithium battery with manual flush option (Contracted to others)

Women's Restroom

- Replace (2) damaged sanitary disposal units in toilet stalls (Contracted to others)
- Replace broken thermostat protector with robust housing (Contracted to others)
- Verify that the sink hot water valve operators in the women's restroom are not leaking (need the hot water repair to verify) and replace if necessary

Combined Entrance Way

- Install deadbolt/locking mechanism on left door to prevent it being propped open (Contracted to others)
- Replace broken swing-arm (Contracted to others)

Other

- Replace door lock controller (Ethernet-based device with programmable timer to operate existing electric magnet lock) with newer technology (work to be performed by Museum and reimbursed).
- Replace batteries in electric magnet door lock, and possibly add a UPS to extend useful operation after power failure to 24 hours.
- Consider replacing after hours exit feature with motion sensor to prevent visitors from being lock in after hours.