

# Columbia Station Interlocal Agreement

Location            300 Columbia St, Wenatchee, WA  
Shelter:            None  
Stalls:              64 Spaces  
                         33-2 hour parking, 6 overnight, 3 ADA  
Amenities:         1 Trash Can

## Link Transit Maintenance Responsibilities:

- Replacement Trees or Shrubs if requested by City

**INTERLOCAL AGREEMENT BETWEEN  
LINK AND THE CITY OF WENATCHEE  
FOR PASSENGER RAIL PLATFORM, PARKING LOT,  
AND LANDSCAPING MAINTENANCE**

This Interlocal Agreement (the "Agreement") is entered into this date by and between the Chelan-Douglas Public Transportation Benefit Area (a/k/a "Link"), a Washington municipal corporation and the City of Wenatchee (the "City"), a Washington municipal corporation, sometimes collectively referred to as the "Parties."

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an agreement pursuant to Chapter 39.34 RCW; and

WHEREAS, Link has developed a passenger rail depot and parking lot as part of an Intermodal Transportation Center in Wenatchee, WA bounded by Columbia Street, Kittitas Street, Thurston Street, and Burlington Northern Santa Fe railway as generally depicted on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the parking lot includes landscaping, which for the purpose of this Agreement is limited to trees, planting beds, and irrigation sprinklers (hereinafter "Landscaping"); and

WHEREAS, the passenger rail depot has a platform waiting area; and

WHEREAS, the passenger platform and parking lot require maintenance, including striping and signing parking stalls, replacement of lightbulbs on light poles, sweeping and cleaning of dirt and debris accumulated in the parking lot, passenger platform, stairway, and walkways, clearing, loading, and removing snow from the parking lot, passenger platform, stairway, and walkways, and trimming, weeding, raking, and edging of the Landscaping (altogether "Maintenance Services"); and

WHEREAS, Link wishes to have the City provide Maintenance Services for the passenger platform and parking lot; and

WHEREAS, the City is willing to provide Maintenance Services for the passenger platform and parking lot,

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the recitals set forth above are hereby incorporated into this Agreement by this reference and are hereby binding commitments and representations, the Parties agree as follows:

**I. PURPOSE AND SCOPE OF AGREEMENT**

The purpose of this Agreement is to provide for maintenance of the passenger platform, parking lot, and landscaping by the City under the terms and conditions set forth below.

**Parking Lot Services to be Provided by the City of Wenatchee.** The City will provide to Link the following Maintenance Services for the parking lot and landscaping:

- A. Edge and weed landscape beds.
- B. Check irrigation system and adjust and fix as needed. If replacement parts are needed, Link will supply parts upon request by the City.

- C. Tree and plant care. If a replacement tree or plant is needed, Link will supply upon request by the City.
- D. Remove fallen leaves.
- E. Correct vandalism damage. The City shall repair or replace all signage and poles damaged by vandalism except any signs designating Link parking stalls. If "Link parking" sign replacements are needed, Link will supply signage upon request by the City. The City shall remove or paint over all graffiti. If replacement passenger shelter glass is needed, Link will be responsible for replacement upon request by the City. The City shall report other vandalism to Link.
- F. Prepare landscaping for normal winter conditions.
- G. Replace lightbulbs on lightpoles. Link will provide lightbulbs upon request by the City.
- H. Stripe parking stalls.
- I. Sign parking stalls. If Link requests that parking stalls be designated by the City for Link's exclusive use, then Link will provide any necessary signs and poles.
- J. Clear, load, and remove snow from parking lot, walkways, and stairway promptly during and after snowfall, when ice forms, or when other weather-related hazards occur.
- K. De-ice and sand parking lot, walkways, and stairway promptly during and after snowfall, when ice forms, or when other weather-related hazards occur.

The Parking Lot and Landscaping Maintenance Services identified above shall be completed as needed in order to keep the parking lot and landscaping in a clean, sanitary, safe, and attractive condition. In exchange for these services and reserving for Link the right to select ten (10) parking stalls to be striped, signed, and designated by the City for Link's exclusive use, Link designates the parking lot as a public parking area under City supervision during the term of this Agreement.

**Passenger Platform Services to be Provided by the City of Wenatchee.** The City will provide to Link the following Maintenance Services for the passenger platform:

- L. Clear, load, and remove snow as needed promptly during and after snowfall, when ice forms, or when other weather-related hazards occur.
- M. De-ice and sand as needed promptly during and after snowfall, when ice forms, or when other weather-related hazards occur.

The Passenger Platform Maintenance Services identified above shall be completed as needed in order to keep the platform in a safe and attractive condition. In exchange for these services, Link will pay the City as specified in Section IV.

## **II. OTHER AGREEMENTS**

The Interlocal Agreement Between Link and the City of Wenatchee Relating to Landscaping Services for Columbia Station entered into on June 10, 1997, is hereby terminated.

### **III. DURATION**

This Agreement shall become effective upon the filing of the executed counterparts of this Agreement with the City Clerk, the Chelan County Auditor, and the Clerk of the Board for Link, pursuant to RCW 39.34.040. This Agreement may be terminated by the terminating party delivering sixty (60) days advance written notice to the non-terminating party.

If this Agreement is terminated prior to the fulfillment of the terms stated herein, both Parties shall be reimbursed only for actual expenses, both direct and indirect, incurred through the date of termination, subject to the limitations set forth in Article IV., below.

### **IV. PAYMENT**

Link will pay the City \$40.00 per hour for snow and ice maintenance services to the passenger platform only. This contract price and hourly fee may be amended pursuant to Article X., below. It is expected that compensated work under this Agreement will average 10 hours per month during the winter months. Services will begin upon execution of this Agreement and end December 31, 1999, and for each succeeding 12 months thereafter unless and until this Agreement is terminated. Payments required under this contract shall be made quarterly on or after April 30, 1999, and on the last day of the third month that follows for each succeeding quarter provided that an invoice, prepared as specified in Article VI., is submitted to Link by March 31, 1999, and on the last day of the third month that follows for each succeeding quarter.

### **V. ADMINISTRATION**

The General Manager of Link, or his designee, shall be the liaison between the City and Link for the duration of this Agreement. The City Administrator, or his designee, shall be the liaison between City and Link for the duration of this Agreement. Both Parties shall be deemed independent contractors for all purposes, and the employees or any of its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of either party. Link will work with the City to coordinate City services with other maintenance and operation activities at Columbia Station.

### **VI. PROJECT RECORDS**

Both Parties shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Either party shall have full access to the other party's records concerning this Agreement and the right to examine any such records during the term of this Agreement. The City shall submit quarterly invoices to Link with a summary that includes the following:

- A. The dates on which services were performed;
- B. The individuals who performed services on each date and the equipment they used;

- C The time expended for each individual who performed services on each date;
- D. A brief description of the services provided; and
- E. A brief description of issues that arose when work was performed.

#### **VII. AUDITS, INSPECTIONS, AND RETENTION OF RECORDS**

The State Auditor, and any other authorized or designated representative shall have full access to and right to examine, during normal business hours and as often as they deem necessary, all records with respect to all matters covered by this Agreement. Such representative(s) shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers, accounting records, and other materials pertaining to the specified services shall be retained for three (3) years from the date of completion of each service to facilitate any audits or inspections. If any litigation claim, or audit is commenced, the records, along with supporting documentation, shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three (3) year retention period.

#### **VIII. INSURANCE**

The City shall secure and maintain in force during the term of this Agreement, including any extension thereof, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, and \$1,000,000 per occurrence/aggregate for property damage. Certificates of coverage as required herein shall be delivered to Link's General Manager within fifteen (15) days of execution of this Agreement. Link recognizes that the City of Wenatchee is a member of the Association of Washington Cities insurance pool.

#### **IX. INDEMNIFY AND HOLD HARMLESS**

In accepting this Agreement, Link shall indemnify, defend, and hold the City and all of its agents, employees, officers, and board members harmless from and against any and all claims, losses/actions, damages or liability, or any portion thereof, to persons or properties arising out of or in connection with Link's performance of the work required and described in this Agreement; provided that with respect to the performance of said required work and as to claim against the City, its officers, agents, board members, and employees, Link expressly retains its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for herein does not extend to any claim brought by or on behalf of any employee of Link.

In accepting this Agreement, the City shall indemnify, defend, and hold Link and its employees, officers, and board members harmless from and against any and all claims, losses/actions, damages, or liability, or any portion thereof, to persons or properties arising out of or in connections with the City's performance of the work required and described in this Agreement; provided, that with respect to the performance of said required work and as to claims against Link, its officers, agents,

board members, and employees, the City expressly retains immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend, and hold harmless provided for herein does not extend to any claim brought by or on behalf of any employee of the City.

**THE WAIVER WAS MUTUALLY NEGOTIATED BY AND BETWEEN LINK AND THE CITY.**

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

**X. AMENDMENTS**

The City and Link may, from time to time, request changes in the service to be performed under this Agreement. Any such changes that are mutually agreed upon by the City and Link and approved by the City must be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and any oral understandings or agreements not incorporated herein shall not be binding on either party.

**XI. SEVERABILITY**

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provision of this Agreement and any statute law, public regulation, or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

**XII. ATTORNEY'S FEES**

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party, if substantially prevailing, shall be entitled to compensation of its reasonable attorney's fees and costs. In the event of litigation regarding the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to reasonable attorney's fees and costs.

**XIII. EXECUTION AND ACCEPTANCE**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, having identical legal statements, representations, warranties, covenants, and agreements and other supporting materials contained and/or mentioned herein.

**XIV. ASSIGNMENT**

The City shall not assign or transfer any duty required under this Agreement without the prior written consent of Link.

**XV. WAIVER**

Waiver by either party of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach.

**XVI. ARBITRATION**

In the event the Parties cannot agree on any matter set out in this Agreement and if the method of resolution of the disagreement is not set out in the Agreement, they shall promptly consult together and attempt to resolve the dispute. In the event they cannot agree upon a resolution of the dispute, the same shall be settled by arbitration pursuant to RCW Chapter 7.04, et seq. except as herein modified. Such arbitration shall be before one disinterested arbitrator, if one cannot be agreed upon, otherwise before three disinterested arbitrators, one named by Link, one by the City of Wenatchee, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Chelan County Superior Court, upon not less than five (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointments shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the Parties and a judgement may be obtained in any court having jurisdiction.

**XVII. GOVERNING LAWS**

In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Chelan County. The City and Link hereby accept the issuing and service of process by registered mail.

Dated this 9 day of February, 1999.

Chelan-Douglas Public  
Transportation Benefit Area

City of Wenatchee

By: James Lynch  
James Lynch, Chair

By: Earl Tilly  
Earl Tilly, Mayor

Approved as to form:

By: Robert A. Kiesz  
Robert A. Kiesz, Legal Counsel

By: Dee Ingle  
DEE INGLES, CITY CLERK  
Printed name and title

Exhibit A

Facility Map of Passenger Rail Platform, Parking Lot, and Landscaping located in Wenatchee, Washington.

