

**MAG  
Park and Ride Study  
Management and  
Operations Plan**

---

***Draft Final Report***

**November 28, 2000**

prepared for:

Maricopa Association of  
Governments  
Phoenix, Arizona

prepared by:

Kittelson & Associates, Inc.  
315 East Robinson Street  
Suite 465  
Orlando, FL 32801

## Table of Contents

<b>Executive Summary .....</b>	<b>1</b>
<b>Introduction.....</b>	<b>4</b>
<b>Park-and-Ride Operations and Maintenance Costs.....</b>	<b>5</b>
<i>Components of Park-and-Ride Operations Costs.....</i>	<i>5</i>
<i>Components of Park-and-Ride Maintenance Costs.....</i>	<i>5</i>
<i>Typical Park-and-Ride Operations and Maintenance Costs.....</i>	<i>6</i>
<i>Representative Operations and Maintenance Costs for Phoenix Area Facilities.....</i>	<i>9</i>
<i>Reducing Facility Maintenance Costs.....</i>	<i>11</i>
<b>Park-and-Ride Contractual Agreements.....</b>	<b>14</b>
<i>Types of Agreements.....</i>	<i>14</i>
<i>Terms of Exclusive Park-and-Ride Facility Agreements.....</i>	<i>15</i>
<i>Terms of Shared Use Park-and-Ride Agreements.....</i>	<i>16</i>
<i>Examples of Exclusive Use Agreements.....</i>	<i>17</i>
<i>Examples of Shared Use Agreements.....</i>	<i>21</i>
<i>Association of Contractual Agreements for Different Park-and-Ride Facilities in Phoenix Area.....</i>	<i>25</i>

**Transit Service Conceptual Plan**

Introduction.....	26
Service Proposals.....	26
Capital Cost Considerations .....	29
Appendices.....	49

### List of Tables

Table 1 - Annual Park-and-Ride Operations and Maintenance Costs for Selected U.S. Urban Areas..... 8

Table 2 - MDTB (San Diego) Transit Center/Park-and-Ride Annual Maintenance Cost..... 10

Table 3 - Initial Estimated Operations and Maintenance Costs for Different-Sized Park-and-Ride Facilities ..... 11

Table 4 - Summary of Exclusive Park-and-Ride Agreements ..... 18

Table 5 - Summary of Shared-Use Park-and-Ride Agreements ..... 22

Table 6 - Typical Terms for Exclusive Park-and-Ride Facilities ..... 27

Table 7 - Typical Terms for Shared-Use Park-and-Ride Agreements..... 28

Table 8 - Express Bus Service Proposal: Target Area 2 ..... 31

Table 9 - Express Bus Service Proposal: Target Area 4 ..... 31

Table 10 - Express Bus Service Proposal: Target Area 5 ..... 33

Table 11 - Express Bus Service Proposal: Target Area 7 ..... 34

Table 12 - Express Bus Service Proposal: Target Area 8 ..... 34

Table 13 - Express Bus Service Proposal: Target Area 10 ..... 36

Table 14 - Express Bus Service Proposal: Target Area 11 ..... 37

Table 15 - Express Bus Service Proposal: Target Area 13 ..... 38

Table 16 - Express Bus Service Proposal: Target Area 15 ..... 39

Table 17 - Express Bus Service Proposal: Target Area 16 ..... 40

Table 18 - Express Bus Service Proposal: Target Area 18 ..... 41

Table 19 - Express Bus Service Proposal: Target Area 20 ..... 42

Table 20 - Express Bus Service Proposal: Target Area 22 ..... 43

Table 21 - Express Bus Service Proposal: Target Area 23 ..... 44

Table 22 - Express Bus Service Proposal: Target Area 27 ..... 45

Table 23 - Express Bus Service Proposal: Target Area 28 ..... 46

Table 24 - Express Bus Service Proposal: Target Area 29 ..... 47

Table 25 - Express Bus Service Proposal: Target Area 30 ..... 47

Table 26 - Express Bus Service Proposal: Target Area 31 ..... 48

### List of Figures

Figure 1 - Park-and-ride Express Bus Service Plan .....30

## TASK 7

# MANAGEMENT AND OPERATIONS PLAN

### Executive Summary

This report presents a Management and Operations Plan associated with the park-and-ride development plan that has been developed in the MAG Park-and-Ride Study.

A critical element of the MAG Park-and-Ride Site Selection Study is the development of operations and maintenance cost estimates for new park-and-ride facilities, and the development of sample contractual agreements that can be followed in identifying future ownership and operations/maintenance responsibilities for these facilities in the Phoenix area.

An assessment was made of typical operations and maintenance costs for existing park-and-ride facilities in other cities in the western U.S. (Denver, Houston, Portland, Seattle, and San Diego) as an input into the development of prototypical costs for the Phoenix area. Operations costs involve regularly incurring costs to keep a facility operational, and include items such as utility, trash pickup, and security costs. Maintenance costs are divided into routine vs. periodic maintenance costs. Routine maintenance includes lot and building cleaning and landscaping maintenance, while periodic maintenance addresses more major maintenance items such as pavement resurfacing and drainage modifications.

In this evaluation, it became obvious that site-specific operations and maintenance cost data, with the exception of Houston, is not available, as public transit agencies tend not to segregate such costs for individual facilities. To date, very limited site-specific cost data is available for park-and-ride facilities less than 500 spaces (based on the survey of other metro areas to this point), which is the size range envisioned for most facilities in the planned Phoenix park-and-ride system. The per space operating and maintenance cost assumptions presented in this report to a large extent extrapolate the data that is available to approximate operations and maintenance costs for smaller park-and-ride facilities, ranging from an \$130 annual cost per space for facilities under 200 spaces, to an \$90 annual cost per space for facilities over 500 spaces.

With respect to contractual agreements, there are four potential institutional scenarios that could be applied in the Phoenix area with respect to the ownership and operations and maintenance of future park-and-ride facilities. They include:

- ?? Public ownership/public operations and maintenance,
- ?? Public ownership /private-contracted operations and maintenance,
- ?? Public ownership/lease to businesses for shared use/public vs. private-contracted operations and maintenance, and

?? Private ownership/lease to public jurisdiction/public vs. private-contracted operations and maintenance.

Sample legal agreements for these different park-and-ride administrative arrangements were obtained from different areas around the U.S. These agreements include terms that govern the use, ownership and operations and maintenance responsibilities for an exclusive park-and-ride facility, or a shared-use facility.

Most exclusive use park-and-ride facility agreements have terms over several years, where the property owner (typically a public jurisdiction, in many cases a state or regional agency) either constructs a park-and-ride and then transfers operations and maintenance responsibility over to another jurisdiction, typically a regional transit agency, local city or county. The agency assuming operations and maintenance responsibility tends to be responsible for both routine and periodic maintenance, with the option of assessing parking fees if so desired, and the fare structure is approved by the property owner.

This type of ownership/operations and maintenance scheme should be suitable in the Phoenix area, where ADOT may retain ownership of several park-and-ride sites within its right-of-way, but transfer operations and maintenance responsibility to Maricopa County or the various local cities in the area.

For shared-use facilities, the park-and-ride site is usually owned by a private party (in most cases already developed), and the public jurisdiction (typically a regional transit agency) enters into an agreement to use all or a portion of the parking facility during certain times of day and days of the week. The public agency typically assumes responsibility for any major upgrade to the facility, with operations and maintenance costs normally split between public and private parties. Shared-use park-and-ride agreements tend to be of a lesser term than exclusive facility agreements.

This type of ownership/operations and maintenance scheme should be suitable in the Phoenix area, applicable primarily to smaller-sized parking facilities already developed. In this case, the appropriate transit agency in the area or the local city could serve as the public entity in the agreement, with either a private property owner or a public jurisdiction leasing their property but retaining ownership.

Specific sites for future short-term and long-term park-and-ride facilities were identified in the MAG Park-and-Ride Site Selection Study. In conjunction with this, estimated annual operations and maintenance costs associated with each site was identified, based on typically per space costs derived from existing park-and-ride facilities in other areas, as well as typical contractual agreements associated for different types of facilities and ownership and operations and maintenance arrangements.

This report also includes a conceptual service plan for new express bus service to serve the short- and long-term park-and-ride sites identified to be developed in the MAG Park-and-Ride Plan. For each target area, express routes from the express bus plan have been identified that could serve the specific sites examined. In each instance, one or more preferred routes are listed. In

the case of some target areas and/or specific sites, additional supplemental express routes are also listed.

To the extent possible, it is recommended that express service link specific lots with one or more regional destinations (downtown Phoenix, Central Avenue corridor, Sky Harbor, downtown Tempe/ASU, Scottsdale AirPark) for a 3 hour span in the morning and afternoon peak periods at a minimum service frequency of 30 minutes. To the extent that service can be provided every 10 to 15 minutes, the lots will be more attractive to potential users. As lots come on line in a given corridor, it is possible (and encouraged) that an express route can serve two or three of the lots, enabling a higher frequency of service and/or a longer span of service than may be justified for a route serving only one lot.

## **Introduction**

This report presents a Management and Operations Plan associated with the park-and-ride development plan prepared in the MAG Park-and-Ride Study. The report presents information on the components of the ownership, operations and maintenance of park-and-ride facilities, including past experience in Phoenix and other urban areas around the U.S. The report also presents a transit service conceptual plan for express bus service for the recommended park-and-ride target areas and specific sites.

This plan provides a framework for securing local jurisdiction (ADOT, Maricopa County, and cities) sponsorship of on-going operations and maintenance of park-and-ride facilities within their respective jurisdictions, and possible support of new express bus service in the area.

## Park-and-Ride Operations and Maintenance Costs

An important element of the Regional Park-and-Ride Study is the identification of representative operations and maintenance costs for park-and-ride facilities. These costs are important in programming continued financial support to such facilities. This section identifies the different components of operations & maintenance costs for park-and-rides, and presents representative costs from Phoenix and other urban areas in the western U.S., which already have extensive park-and-ride facilities. This information was used in estimating future operations and maintenance costs for specific park-and-ride facilities to be developed in the Phoenix area, and will serve as an input into future discussions among local jurisdictions in the study area about potential sponsorship in park-and-ride operations and maintenance.

### Components of Park-and-Ride Operations Costs

Operations costs for park-and-rides denote costs to keep the facility operational on a daily basis. This focuses on regular monthly costs which are incurred, typically divided into five components:

- ?? water (for irrigation, and in restrooms if provided),
- ?? lighting and electrical,
- ?? trash pickup,
- ?? sanitary (if restrooms are provided), and
- ?? security costs.

Transit agencies or other local jurisdictions with operating authority over a park-n-ride usually pay for water, sanitary, and lighting through regular local utility services, like any other land use, as public utilities serve these facilities. Many agencies will have their own crews pick up litter at park-n-rides, and dispose of the litter.

Security at park-and-rides can range from local police units doing routine checks of these facilities, to the transit agency having its own security forces doing either routine checks or having a security officer on site most of the time (for larger facilities).

### Components of Park-and-Ride Maintenance Costs

There are two types of park-and-ride maintenance. The first type is *routine* maintenance, which includes maintenance activities conducted on a regular basis. Routine maintenance includes such items as:

- ?? lot and shelter/building cleaning, and
- ?? landscaping maintenance.

Lot cleaning consists primarily of pavement sweeping using street sweeping equipment. Landscape maintenance involves grass cutting and trimming of trees and shrubs, to an extent such that sight restrictions to drivers in the lot are eliminated and personal safety on the site is optimized. For routine maintenance, the greatest costs typically result from landscape maintenance. According to maintenance directors at various transit agencies contacted during an informal survey sponsored by Tri-Met in Portland, trees (where provided) within a park-and-ride facility are a major factor in landscape maintenance costs (associated with trimming and spraying), followed by shrubbery trimming and lawn mowing.

The second type is *periodic* maintenance, which addresses physical or operational problems that arise after a period of time. This maintenance includes:

- ?? pavement resurfacing,
- ?? curb/wheel stop replacement or repair,
- ?? cleaning of storm sewer inlets,
- ?? signing/pavement marking replacement,
- ?? light fixture replacement,
- ?? landscaping/irrigation system replacement, and
- ?? repainting and remodeling of buildings on site.

Transit agencies and other local jurisdictions owning park-and-ride facilities undertake routine maintenance either using their own crews or by hiring one of more outside contractors. Periodic maintenance is typically performed using an outside contractor, due to the greater complexity of work involved.

Major resurfacing of pavements within park-and-ride lots are required on a very infrequent basis if the pavements are periodically resealed and appropriate separation of transit and auto vehicles is maintained.

### ***Typical Park-and-Ride Operations and Maintenance Costs***

A survey of transit agencies in four urban areas in the western U.S. other than Phoenix was undertaken to obtain information on their park-and-ride operations and maintenance costs. The areas surveyed were Denver, Houston, Portland, and Seattle. Table 1 summarizes these costs. Only Houston was willing or able to share detailed cost data for their entire park-and-ride system. Houston provided costs for each lot in their system, and for different operations and maintenance cost categories. Most of the other transit systems indicated that they do not break out operations and maintenance costs for individual facilities, just total costs for all facilities combined (hence their overall average). Care must be exercised when comparing these data due to the fact that the transit agencies operate in different climates and under different regulations.

Table 1 reveals for the two existing park-and-ride lots in the Phoenix area, the average operations and maintenance cost was \$93 per space. This varied substantially between the two existing lots, with the 230-space Dreamy Draw lot having an average cost of \$178 per space, and the 619-space 79<sup>th</sup> Avenue lot having an average cost of \$62 per space. For the other four urban areas surveyed, park-and-ride operations and maintenance costs varied from a low of \$64 per space in Houston to \$110 per space in Portland (though security costs for Portland were not identified to be included in their per space cost). There appears to be a trend toward a higher cost per space for smaller park-and-ride lots, no doubt a reflection that there is a fixed cost associated with certain operational/maintenance elements of these facilities. In Houston, the average operations and maintenance cost for park-and-rides with fewer than 1,000 parking spaces was about \$90 per space, versus about \$56 per space for those facilities with over 1,000 spaces.

A breakdown of the operations and maintenance costs for the lots in Phoenix and Houston were obtained, as shown in Table 1. In Phoenix, for 1999, 47.2% of the operations and

**Table 1 - Annual Park-and-Ride Operations and Maintenance Costs for Selected U.S. Urban Areas**

Lot Location/ Name	Capacity (# of Spaces)	Annual Operations/Maintenance Cost							Total	Per Space
		Landscaping	Utilities	Cleaning	Repairs	Supplies	Security			
<b>PHOENIX (1999)</b>										
Dreamy Draw	230	\$9,000	\$7,680		\$6,120 (1)		\$18,240	\$41,040	\$178	
79th Avenue	619	\$14,400	\$2,400		\$2,400 (1)		\$19,200	\$38,400	\$62	
<b>Total</b>	<b>849</b>	<b>\$23,400</b>	<b>\$10,080</b>		<b>\$8,520</b>		<b>\$37,440</b>	<b>\$79,440</b>		
<b>System Avg.</b>	<b>425</b>							<b>\$39,720</b>	<b>\$93</b>	
<b>\$ Per Space</b>		<b>\$27.52</b>	<b>\$11.86</b>		<b>\$10.02</b>		<b>\$44.05</b>	<b>\$93.45</b>		
<b>% of Total</b>		<b>29.4</b>	<b>12.7</b>		<b>10.7</b>		<b>47.2</b>			
<b>DENVER</b>										
<b>System Avg.</b>	<b>227</b>								<b>\$88</b>	
<b>HOUSTON (1998)</b>										
Missouri City	779	\$5,879	\$5,426	\$15,473	\$18,026	\$4,160	\$22,277	\$71,241	\$91	
Westwood	829	\$10,148	\$11,545	\$11,061	\$15,949	\$4,272	\$22,277	\$75,252	\$91	
Mission Bend	872	\$14,683	\$18,883	\$12,690	\$15,949	\$3,935	\$14,851	\$80,991	\$93	
Monroe	905	\$10,261	\$18,626	\$15,473	\$18,026	\$3,935	\$14,851	\$81,172	\$90	
Eastex	930	\$7,471	\$6,023	\$13,499	\$15,151	\$3,935	\$22,277	\$68,356	\$74	
Pinemont	957	\$7,800	\$9,857	\$13,499	\$15,151	\$4,047	\$22,277	\$72,631	\$76	
West Loop	1,003	\$14,568	\$7,374	\$14,572	\$15,949	\$3,935	\$29,702	\$86,100	\$86	
Kingwood	1,035	\$4,139	\$3,859	\$11,604	\$15,151	\$4,047	\$22,277	\$61,077	\$59	
West Little York	1,096	\$16,298	\$10,841	\$13,499	\$15,151	\$4,047	\$22,277	\$82,113	\$75	
Maxey	1,129	\$5,914	\$8,855	\$15,473	\$18,026	\$4,385	\$22,277	\$74,930	\$66	
Bay Area	1,148	\$5,393	\$5,696	\$14,924	\$15,151	\$3,935	\$22,277	\$67,376	\$59	
West Belt	1,175	\$6,602	\$7,069	\$14,562	\$15,949	\$3,935	\$14,851	\$62,968	\$54	
Northwest	1,184	\$10,208	\$10,154	\$11,604	\$15,949	\$5,284	\$44,554	\$97,753	\$83	
West Bellfort	1,214	\$6,100	\$15,977	\$10,790	\$15,949	\$3,935	\$29,702	\$82,453	\$68	
Spring	1,266	\$6,759	\$4,480	\$11,604	\$15,151	\$4,047	\$29,702	\$71,743	\$57	
Seton Lake	1,286	\$5,404	\$4,660	\$11,604	\$15,151	\$4,047	\$22,277	\$63,143	\$49	
Kingsland	1,310	\$7,234	\$3,737	\$14,572	\$15,949	\$3,935	\$22,277	\$67,704	\$52	
Alief	1,377	\$4,266	\$4,556	\$11,061	\$15,949	\$3,935	\$22,277	\$62,044	\$45	
Fuqua	1,381	\$16,280	\$20,355	\$26,566	\$18,026	\$2,361	\$22,277	\$105,865	\$77	
North Shepherd	1,605	\$7,920	\$10,799	\$13,499	\$15,151	\$4,385	\$22,277	\$74,031	\$46	
Addicks	2,044	\$10,848	\$19,235	\$14,572	\$15,949	\$4,722	\$22,277	\$87,603	\$43	
Kuykendahl	2,179	\$9,250	\$17,475	\$14,572	\$23,792	\$4,722	\$29,702	\$99,513	\$46	
<b>Total</b>	<b>26,704</b>	<b>\$193,425</b>	<b>\$225,482</b>	<b>\$306,773</b>	<b>\$360,645</b>	<b>\$89,941</b>	<b>\$519,793</b>	<b>\$1,696,059</b>	<b>\$64</b>	
<b>System Avg.</b>	<b>1,214</b>	<b>\$8,792</b>	<b>\$10,249</b>	<b>\$13,944</b>	<b>\$16,393</b>	<b>\$4,088</b>	<b>\$23,627</b>	<b>\$77,094</b>		
<b>\$ Per Space</b>		<b>\$7.24</b>	<b>\$8.44</b>	<b>\$11.49</b>	<b>\$13.58</b>	<b>\$3.37</b>	<b>\$19.46</b>	<b>\$63.59</b>		
<b>% of Total</b>		<b>11.4</b>	<b>13.3</b>	<b>18.1</b>	<b>21.3</b>	<b>5.3</b>	<b>30.6</b>			
<b>PORTLAND (1997)</b>										
<b>System Avg.</b>	<b>397</b>								<b>\$110</b>	
<b>\$ Per Space</b>		<b>\$33</b>	<b>\$72</b>	<b>\$2</b>	<b>\$3</b>					
<b>% of Total</b>		<b>30.0</b>	<b>65.5</b>	<b>1.8</b>	<b>2.7</b>					
<b>SEATTLE (1999)</b>										
<b>System Avg.</b>	<b>298</b>								<b>\$97</b>	

Notes: 1 – Referred to as maintenance costs

maintenance costs for the two existing park-and-ride lots covered security, while 29.4% of the cost went to landscaping. Water (including that for irrigation) was included in the utilities cost, 12.7% of the total. General maintenance costs (assumed to include cleaning and repairs) comprised 10.7% of the total.

In Houston, in 1998, security again represented the largest operations and maintenance cost component, comprising almost 30.6% of the total cost. Repairs were the next highest maintenance cost (21.3%), followed by cleaning (18.1%), utilities (13.3%), landscaping (11.4%), and supplies (5.3%). The repair category consists of maintenance and repairs to all mechanical, structural, and electrical systems plus the replacement of glass, light bulbs, and plumbing. The cleaning category consists of power sweeping, power washing, facility cleaning, and trash pickup. The utilities category includes electric, water, and irrigation charges. The maintenance category includes mowing, grooming, and plant replacement (including labor), which are usually contracted. The supplies category includes reserve funds for general replacement (capital only, no labor). Information was also obtained from the Metropolitan Development Transit Board in San Diego on their light rail transit center maintenance costs, which include sizable park-and-ride facilities. This data is presented in Table 2. The data identified the number of person-hours for daily maintenance, “projects” (which includes the cost for steam cleaning and painting of handrails, shelters, and tactile strips), and landscape maintenance. The average cost per space per month for these items averaged about \$11, or \$133 per year. The costs do not include capital improvements, parking lot resurfacing, parking lot restriping, building maintenance, lighting repair, track/catenary maintenance, parking lot curb painting, and parking lot signage.

### ***Representative Operations and Maintenance Costs for Phoenix Area Facilities***

While the Regional Park-and-Ride study team attempted to extract added data on park-and-ride operations and maintenance costs from different urban areas in the U.S. as the study progressed, segregated data by individual facility is typically not reported by agencies.

The only urban area which provided individual park-and-ride operations and maintenance data is Houston, and the size of the facilities in Houston are in general much larger than what is anticipated in the Phoenix area. There does appear to be a trend in Houston of lower operations and maintenance cost per space for larger park-and-ride facilities, due to some economies of scale with respect to certain operations and maintenance costs. This trend assessment must be applied carefully, however, as site-specific operations and maintenance cost data for a sizable number of smaller park-and-ride facilities has not yet been identified.

Table 3 identifies initial annual park-and-ride operations and maintenance costs per parking space that have been estimated for different-sized new park-and-ride facilities in the Phoenix. These estimates are for the purposes of comparing overall operating costs for sites that have been identified and analyzed in this park-and-ride site selection study, and have been based on an assessment of the facility costs from the areas surveyed. The cost estimates are assumed to include security, utility, cleaning, landscaping maintenance, and minor repair costs.

**Table 2 - MDTB (San Diego) Transit Center/Park-and-Ride Annual Maintenance Cost**

Park-and-Ride Location	No. of Parking Spaces	Service Persons Labor					Supervisor Labor		Lot Sweeping \$	Total Cost	Cost Per Space
		Daily Maint.	Projects	Landscape Maint.	Total	Total \$	Total Hours	Total \$			
Euclid Avenue Trolley Station	160	540 hours	192 hours	384 hours	1116 hours	\$18135	360	\$9000	\$960	\$28095	\$176
Iris Avenue Trolley Station	231	540 hours	192 hours	384 hours	1116 hours	\$18135	360	\$9000	\$1440	\$28575	\$124
Santee Town Center	280	540 hours	192 hours	384 hours	1116 hours	\$18135	360	\$9000	\$1440	\$28575	\$102
El Cajon Transit Center	486	1080 hours	384 hours	768 hours	2232 hours	\$36270	720	\$18000	\$2928	\$57198	\$118
Old Town Transit Center	565	3240 hours	192 hours	768 hours	4200 hours	\$68250	720	\$18000	Done by others	\$86250	\$153
Total	1722	5940	1152 hours	2688 hours	9780 hours	\$158925	2520	\$63000	\$6768	\$228693	\$133
Avg. Per Space		3.45	0.67	1.56	5.68	\$92.29	1.46	\$36.59	\$3.93	\$132.81	

Note: Cost does not include capital improvements, parking lot resurfacing, parking lot restriping, building maintenance/cleaning at El Cajon and OTTC, lighting repair, track/catenary maintenance, parking lot curb painting, and parking lot signage.

**Table 3 - Initial Estimated Operations and Maintenance Costs for Different-Sized Park-and-Ride Facilities**

<b>No. of Spaces at Park-and-Ride</b>	<b>Annual O+M Costs Per Parking Space (in 2000 \$)</b>
<i>Less than 200 spaces</i>	\$130
<i>200-299 spaces</i>	\$120
<i>300-399 spaces</i>	\$110
<i>400-499 spaces</i>	\$100
<i>500+ spaces</i>	\$90

The Task 5/6 Final Report presenting the results of the short-term and long-term identification of specific park-and-ride sites in the Phoenix area includes the identification of annual operations and maintenance costs associated with each facility. These cost estimates are based on the proposed number of parking spaces at each facility, and the unit operations and maintenance costs per space as identified in Table 3.

**Reducing Facility Maintenance Costs**

There are ways to reduce park-and-ride maintenance costs, particularly during the design phase. Design alternatives which use low maintenance materials, minimize on-going landscaping costs, and minimize the potential for vandalism will reduce long-term maintenance and operations costs associated with individual park-and-ride facilities. Below are specific strategies that can be applied to reduce facility maintenance costs in three areas:

- ?? landscape maintenance and irrigation,
- ?? shelters, amenities, and lighting, and
- ?? pavement.

Landscape Maintenance and Irrigation

- ?? Select appropriate plant materials and ground coverings. Trees represent the greatest expense due to the need to rake leaves, prune, and feed. Trees should be selected which

minimize the maintenance effort needed (i.e. those with stiff small leaves and without sap or fruit are preferable to large deciduous or sappy trees).

- ?? Consider native versus non-native plants. Native plants are adjusted to annual weather conditions and available moisture in a particular area, and are less likely to require feeding or special care. This may allow a reduction in irrigation, resulting in an immediate reduction in maintenance costs. Also native vegetation may not require trimming or pruning as frequently as non-native plants, thus further lowering associated maintenance costs.
- ?? If using shrubbery, choose “clean” plants, those which have no or minimal fruit or excess flower material.
- ?? Consider the use of grass lawns versus shrubbery. Although lawns require mowing, these costs can often be contracted as a fixed price contract, making the annual budgeting process easier for the involved agency. Mowing also allows for easier removal of paper trash by mowing over the trash and collecting it in the lawn mower basket. Shrubs require pruning and may provide added trash collection efforts as they tend to trap trash in their branches.

### Shelters, Amenities and Lighting

- ?? Design for sturdiness in the structure. Movable elements of the design such as sign posts and railings should be designed in a sturdy fashion to prevent damage due to vandalism or accidents.
- ?? For vandal-prone amenities (i.e. benches, wind screens, etc.) design for easy removal if needed. If a specific element of an amenity is being routinely vandalized, it should be removed if possible instead of being replaced.
- ?? Design facilities and amenities for easy repair. Spare parts needed for repairs should be obtained at local hardware stores, if possible (i.e. fasteners, Plexiglas windscreens, light bulbs, ballasts, light fixtures, etc.). Modular construction of shelters can be another approach to reducing costs. Individual modules can be purchased in bulk and warehoused, reducing the need for special manufacturing orders that result in higher costs.
- ?? Develop a sense of community ownership and pride for the facility. Involve the surrounding community in the design process by utilizing a proactive public involvement process during design and/or including community art programs in the facility design. These strategies have been found to reduce vandalism at the site.
- ?? Develop and enforce a strict maintenance plan. Maintenance of the site should be up-to-date so that minor maintenance problems do not become large and expensive ones.

### Long-Term Pavement Maintenance

- ?? Design separate access routes for transit vehicles and autos. Pavement design for transit vehicles should be based on reinforced concrete designs if possible to account for the weights and live loads created by transit vehicles. Parking areas need not be designed to as high of standards if only autos are allowed to park in the facility. Local pavement design standards should be consulted for specific design parameters.
  
- ?? Prevent large trucks (other than infrequent maintenance vehicles) from accessing parking areas by designing height barriers into the lot entrances. This will reduce the likelihood that such vehicles will damage the paved parking areas. Pavements in the parking areas can be constructed of asphalt to reduce costs, but should be adequate to support the occasional heavy maintenance vehicle.

## **Park-and Ride Contractual Agreements**

An integral part of the park-and-ride management and operations plan for the Phoenix area is the development of sample facility ownership and operations and maintenance agreements related to different types of public and private sector involvement. This information will be used to further acquaint local jurisdictions and the private sector with typical terms, which should be addressed in the ownership, operations and maintenance of park-and-ride facilities.

This section addresses the following::

1. Summary of the types of agreements related to the ownership and operations and maintenance of park-and-ride facilities.
2. Different terms that are incorporated into park-and-ride agreements.
3. Sample agreements applied in the past in different urban areas around the U.S. for different public vs. private park-and-ride ownership and operations and maintenance scenarios, and potential terms for park-and-ride agreements in the Phoenix area.

### ***Types of Agreements***

Today there is a range of agreements being applied across the U.S. with respect to park-and-ride ownership and operations and maintenance. Possible scenarios include:

- ?? Public ownership/public operations and maintenance,
- ?? Public ownership /private-contracted operations and maintenance,
- ?? Public ownership/lease to businesses for shared use/public vs. private-contracted operations and maintenance, and
- ?? Private ownership/lease to public jurisdiction/public vs. private-contracted operations and maintenance.

A discussion of the basic characteristics of these agreements follows:

#### **Public Ownership/Public Operations and Maintenance**

In many areas, one public jurisdiction may own a park-and-ride site, and enters into an agreement with another public jurisdiction with respect to park-and-ride facility development and/or operations and maintenance. In some cases, the jurisdiction having ownership may have already developed a park-and-ride on the site and is transferring operations and maintenance responsibility to another jurisdiction. This is typically the case where a State Department of Transportation (such as ADOT) would develop a park-and-ride within the right-of-way of one of its facilities (typically a freeway), and then transfer operations and maintenance responsibility to

the regional public transit agency, or a local jurisdiction (county or city) if it is oriented more toward carpools and vanpools. The transit agency, city, or county would then maintain the facility using their own crews or contract out the maintenance, or a combination of the two.

### Public Ownership/Private-Contracted Operations and Maintenance

In situations where a park-and-ride facility is owned by a particular jurisdiction, with the exclusive use of the facility for a park-and-ride, that jurisdiction might elect to contract operations and maintenance to a private entity. In some cases, the jurisdiction could assume some routine maintenance responsibilities, contracting out more major maintenance to the private sector.

### Public Ownership/Lease to Businesses for Shared Use/Public vs. Private-Contracted Operations and Maintenance

There are some situations where a public jurisdiction will own a park-and-ride site, and lease a portion of the property to an adjoining business for possible shared use. This typically would be a case where a park-and-ride facility would be located next to a land use that has parking demand at times different from the park-and-ride facility, in particular churches and movie theaters. In these scenarios, either the public jurisdiction or the business would assume operations and maintenance responsibility of the shared use parking area, or share in the responsibility. A private contractor could be used for routine or major maintenance functions.

### Private Ownership/Lease to Public Jurisdiction/Public vs. Private-Contracted Operations and Maintenance

A more common lease arrangement is where a private entity would have a parking lot where a portion of the lot could be leased to a public jurisdiction (typically a transit agency) to operate as a park-and-ride facility during a certain time of day. In this case, either the private property owner or the public jurisdiction could be responsible for operations and maintenance, or both could share in this function. All or a portion of the operations and maintenance could be contracted to a private entity different from the property owner.

### ***Terms of Exclusive Park-and-Ride Facility Agreements***

For park-and-ride facilities that are meant to be exclusively used for that purpose, a certain set of conditions is typically applied. A typical agreement between the public owner of a park-and-ride facility and the public entity that will be involved in operations and/or maintenance of the facility will include the following:

Identification of Parties: Identification of the parties and their legal standing.

Purpose: Intended purpose and use for the facility. Provisions on the structuring of any parking fees.

Fee and Term: Any fee associated with use of the facility, duration of the agreement, and cancellation provisions. A nominal fee per year or over the life of the agreement is normally identified, ranging from \$1 to several hundred dollars.

Use of Premise (Nondiscrimination): This clause may stipulate that the lot must be open to all users, without discrimination by the lot owner.

Access: Guarantee of access to the facility from existing roadways, and access to public easements on the property as needed, particularly with respect to roadway and utility repair.

Maintenance: Identification of specific maintenance functions and responsibilities, including routine and periodic maintenance.

Relocation: Terms related to any relocation of all or part of the park-and-ride facility by the owner. For example, this could occur tied to a freeway-widening project where a park-and-ride facility would be impacted.

Signs: Responsibility for placement of signs on the property associated with park-and-ride use, and approval of content and design of signs.

Liability Insurance: The responsible groups and insurance coverage are identified.

Nuisance or Hazardous Conditions Restrictions: Restriction on the facility operator with respect to not permitting any nuisance or dangerous or hazardous conditions on the premises.

Indemnification: Release, acquit, and waive any rights by the facility operator to the property owner for claims, demands, or liabilities imposed by law associated with the negligence of the operator with respect to their management of the park-and-ride facility. Also require the facility operator in any contracts with contractors for improvements or maintenance at the park-and-ride facility to absolve the owner from any liability associated with contractor negligence, and have contractors meet proper insurance requirements.

Liens and Taxes: Facility operator agrees to not permit any liens on the property, and pays property taxes if a part of the agreement. This would include any taxes associated with the operator's assignment of all or a portion of the premises to a third party.

Surrender of Premises: Upon the termination of the agreement, provision of the facility operator to remove any operator improvements to the property if so desired by the owner.

Parking Revenues: Where a parking fee is charged, identifies the ability of the owner to approve parking charges established by the operator, including the examination of parking revenue records. Also identifies to what extent parking revenues are put back into covering park-and-ride operations and maintenance costs.

### ***Terms of Shared Use Park-and-Ride Agreements***

For park-and-ride facilities, which are in shared use, the terms of the agreement between the public jurisdiction and private party are largely similar to that of an exclusive park-and-ride facility agreement. The major differences are that shared-use agreements will identify the specific parking spaces to be in shared use (shown on an accompanying map), the times of day and days of week that these spaces are reserved for park-and-ride use, and how the spaces will be enforced (through monitoring and vehicle towing procedures). These agreements also will

identify what if any improvements to the property will be made by the lessee associated with their use of the shared use parking spaces. These improvements could range from new pavement striping or lighting, to reconstruction of certain portions of the parking lot.

### ***Examples of Exclusive Use Agreements***

Table 4 summarizes the characteristics of some exclusive use park-and-ride facility agreements in place in different locations around the U.S. These agreements involve a public property owner for the park-and-ride, and either another public jurisdiction or a private entity operating and maintaining the park-and-ride facility. The park-and-ride facility can either be constructed by the owner or the tenant. In particular, exclusive use park-and-ride agreements were obtained from the Chicago, Seattle, Denver, and Brevard County, Florida areas. Sample exclusive use agreements applied in these areas are included in Appendix A. The particulars of these agreements follow:

#### Chicago

In the Chicago metro area, most of the public park-and-ride facilities are owned or leased by Metra, the regional commuter rail operating authority for the six-county northeastern Illinois area. In most cases, Metra contracts with local municipalities to manage, operate and maintain a commuter parking facility on the premises.

**Table 4 - Summary of Exclusive Park-and-Ride Agreements**

Agency	Agreement With	Lease Cost	Terms of Agreement	Maintenance	Liability
Metra (Chicago)	Local City or County	\$10 annual	40 yrs; 90 days termination notice	Local jurisdiction responsible for routine maintenance and standard maintenance	Local jurisdiction holds Metra harmless from all claims, damages, and expenses arising from negligence, except for negligence by Metra
King County – Metro (Seattle)	Wash. Dept. of Transp. (WSDOT)	None	No lease terms identified; if park-and-ride ceases to provide a functional service, WSDOT and Metro shall mutually agree to remove the facility; separate agreement shall be executed outlining responsibility of each agency for lot removal, costs incurred for such work, and dispersement of any monies recouped for salvageable items	Metro responsible for maintenance	Metro shall hold WSDOT harmless for all claims, damage, or suits arising from negligence, except for negligence by WSDOT
Regional Transportation District (RTD) (Denver)	Colo. Dept. of Transp. (CDOT)	\$1 per term	30 yrs.; successive 30 yr. periods; 30-day notice on defaults	RTD responsible for maintenance	RTD holds CDOT harmless for all claims, damage, and expenses arising from negligence, except for negligence by CDOT
Spacecoast Area Transit (SCAT) (Brevard County, FL)	Local City	None	5 yrs. (easement); 60 days termination notice; reimbursement of portion of facility costs if premature termination of easement agreement	Local jurisdiction responsible for maintenance	Mutual hold harmless clause between SCAT and local jurisdiction

Metra typically will enter into a 40-year operating agreement with the municipality to manage and operate a park-and-ride facility. The municipality pays Metra a \$10 annual use fee for the park-and-ride facility. Either party may terminate the agreement by giving the other party 90 days prior written notice of its intention to terminate.

At most Metra park-and-ride facilities, a parking fee is assessed. The parking fees are set and collected by the municipality, with Metra having the right to review and approve the fees and all

parking revenue records of the municipality. The agreement identifies that parking fees must be standardized for all patrons of the facility.

The Metra agreement typically has the municipality responsible for park-and-ride facility maintenance. Maintenance is distinguished between “routine maintenance” and “standard maintenance”. Routine maintenance is defined to include snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the premises, and payment of utility expenses associated with the facility. Standard maintenance is defined as landscaping maintenance for a defined area, including without limitation watering, weeding, mowing, trimming, and mulching as required for specific plantings at the park-and-ride facility. The municipality is also responsible for capital improvements capital improvements to the park-and-ride facility, including major rehabilitation, excavation, demolition of structures, new construction, light standard placement or replacement required by damage to a structure. If the municipality does not manage, operate, or maintain the park-and-ride facility per the terms of the agreement, Metra has the right to proceed with required maintenance and construction, with the municipality liable to reimburse Metra for these costs within 30 days of a receipt of a written demand for payment from Metra. With respect to signs at the park-and-ride facility, the municipality shall not post or place any signs without Metra approval of the content, design, and location of the sign. Metra has the right to place informational and advertising signs on the property.

With respect to utility easements, the municipality accepts the property and park-and-ride facility subject to the rights of any party, including Metra, to access any utility easement on the property for maintenance purposes. Metra also reserves the right to grant future utility easements over, under, or through the property provided such easements do not unreasonably interfere with the municipality’s management, operation, or maintenance of the park-and-ride facility.

All real estate taxes and special assessments or licensing fees, if any, assessed against the park-and-ride property shall be paid for by the municipality.

The standard agreement identifies that all parking fees or other revenue derived from the municipality’s use of the park-and-ride facility will first be utilized for routine maintenance, standard maintenance, and administrative expenses incurred from the operation of the facility. The remainder of the parking fees will be deposited in a capital improvement account to be used for future renovation or rehabilitation of the park-and-ride facility.

## Seattle

Since 1974, the then Municipality of Metropolitan Seattle (Metro) (now King County Metro) has had a Memorandum of Understanding with the Washington Department of Transportation that identifies procedures for coordinating the financing, location, design, construction, operation, maintenance, and other matters related to the integration of certain Metro Flyer facilities (freeway bus stops) and Metro park-and-ride facilities with the state highway system in the Seattle area. In 1974, it was intended that 24 park-and-ride lots (totaling 13,350 to 13,750 spaces) would be developed through the memorandum. The memorandum identifies WSDOT as the lead agency to develop Metro facilities adjacent to limited access (interstate) highways on the state system, and Metro as the lead agency to develop park-and-ride facilities adjacent to state highways other than the interstate system. Standards for the design of park-and-ride facilities

have been developed by Metro and concurred with by WSDOT. With respect to operations and maintenance, Metro is responsible for the operations and maintenance of all park-and-ride facilities, and the maintenance of any passenger shelters at Metro Flyer facilities. The identified lead agency for each type of facility (Metro for park-and-rides off the interstate system, and WSDOT for Flyer stops and park-and-rides on the interstate system) is responsible for required property acquisition for a new or expanded facility. Vestment of title to each property shall be determined at the time the individual agreement for property acquisition for specific sites is finalized.

For each park-and-ride facility developed under the 1974 Memorandum of Understanding, a separate agreement between Metro (now King County) and WSDOT has been developed. The agreement identifies design and construction responsibility (either WSDOT or Metro using a consultant), with Metro responsible for the installation or coordinating the installation of shelters and other appurtenances considered needed, such as shelters, newspaper vending machines, telephones, clocks, transit information aids, and bike racks.

Maintenance responsibilities for Metro in the individual facility agreements include all upkeep, cleaning, and repair of any passenger shelters, access roads, parking spaces, walkways, stairs, lot-related signage, landscaping, illumination, fencing, drainage facilities, and other facilities or appurtenances installed on the site, as well as all landscaping maintenance, including water retention facilities. WSDOT reserves the right to examine and either approve or disapprove maintenance work conducted by Metro at a park-and-ride facility. If such work is not identified to be up to an adequate standard, WSDOT has the right to do the work and bill Metro for payment, provided that 30 days advance notice of WSDOT's intent to do the work is provided to Metro.

### Denver

The Denver Regional Transportation District (RTD) has leased several properties owned by the Colorado Department of Highways (CDOT) along its freeway system, for the development and operation of park-and-ride facilities. A typical agreement (for the I225/Parker Road park-and-ride) is presented in Appendix A. The initial lease term for such an agreement is 30 years, with the option for RTD to renew the leases for successive 30-year periods. The total lease payment during the term is \$1. The lease limits the use of the property to mass transportation purposes, and gives RTD the right to construct and maintain a park-and-ride facility on the site. RTD cannot assign its interest under the lease to another party without the prior written consent of CDOT.

### Brevard County, Florida

Space Coast Area Transit (SCAT) in Brevard County, Florida has an agreement where a public property owner can issue an easement to the transit agency to construct, operate, and maintain a park-and-ride facility. SCAT acquires all necessary permits for the construction of the facility. The location, design, and construction of the park-and-ride facility shall follow plans and specifications agreed to by both parties. Maintenance of the park-and-ride facility becomes the responsibility of the owner after construction, and includes all utility costs to the site.

The term of the agreement is typically five years, and shall remain in effect from year to year under the same terms and conditions unless canceled by either party with a 60-day termination notice. In the event that the property owner does not renew the agreement each year until and including the tenth year from the original date of the agreement, the owner must reimburse to SCAT the amount of the facility costs on a pro rata basis of ten percent of the total facility costs for each unexpired year of the ten year term.

### Conclusions and Recommendations

Most exclusive use park-and-ride facility agreements have terms over several years, where the property owner (typically a public jurisdiction, in many cases a state or regional agency) either constructs a park-and-ride and then transfers operations and maintenance responsibility over to another jurisdiction, typically a regional transit agency, or local city or county. The agency assuming operations and maintenance responsibility tends to be responsible for both routine and periodic maintenance, with the option of assessing parking fees if so desired, and the fare structure is approved by the property owner.

This type of ownership/operations and maintenance scheme should be suitable in the Phoenix area, where ADOT will retain ownership of several park-and-ride sites within its right-of-way, but defer operations and maintenance responsibility to Maricopa County or the various local cities in the area.

### ***Examples of Shared Use Agreements***

Table 5 summarizes the characteristics of some shared use park-and-ride facility agreements in place in different locations around the U.S. In particular, exclusive use park-and-ride agreements were obtained from the Seattle, Portland, Denver, and Brevard County Florida areas, and illustrate the range of different types of shared-use agreements, including an innovative shop-and-ride program and transit-oriented development park-and-ride program in the Seattle area. Sample shared use agreements applied in these areas are included in Appendix B.

#### Seattle

##### Standard Lease Agreement

King County, Washington, representing Metro, the public transit agency in the Seattle area, has a standard park-and-ride lot agreement with private property owners to lease a portion of their parking facilities for park-and-ride use. The County makes quarterly payments to the property owner at a monthly rate of \$4 per space. The length of the lease is open-ended, with a 60-day notice for termination of the lease by either party. The designated shared use lot has a restriction of use for buses, vans, or trucks with a gross weight exceeding 10,000 pounds. Commuters have primary right to use the lot from Monday through Friday between 5 am and 7 p.m., except for holidays. Guests, patrons, and/or visitors of the owner retain the right to use the lot during other hours.

**Table 5 - Summary of Shared-Use Park-and-Ride Agreements**

Agency	Agreement With	Lease Cost	Terms of Agreement	Maintenance	Liability
King County (Seattle) – Standard Lease	Public or private property owner	\$4 per month per parking space	No limit; 60 day termination notice; designated commuter facility from 5 a.m. to 7 p.m. on weekdays	Owner responsible for all cleaning, maintaining, and repairing; County responsible for markings and improvements it installs	Owner holds County harmless from all claims, damages, and expenses arising from negligence
King County (Seattle) – TOD Lease	Private property owner	None	No limit; no termination notice mentioned; designated commuter parking facility exclusively from 5 a.m. to 1 p.m. on weekdays; monitoring of parking lot utilization	Owner responsible for management, operations, maintenance and repair of all improvements associated with shared-use facility (detailed set of maintenance tasks identified); County responsible for transit facilities external to parking area	Owner holds County harmless from all claims, damages, and expenses arising from negligence
Tri-Met (Portland)	Private property owner	None	No limit; 60-day termination notice; designated commuter facility time limits varies by type of land use sharing facility	Owner responsible for wear and tear maintenance; Tri-Met can commit to make upfront improvements to shared-use parking area (typically lighting, restriping)	Mutual hold harmless clause between Tri-Met and property owners for all claims, damage, and expenses arising from negligence
Regional Transportation District (RTD) (Denver)	Private property owner	None	Variable term based on type of adjacent land use; 30 days termination notice	RTD responsible for maintenance, including but not limited to trash pickup and snow removal	Mutual hold harmless clause between RTD and property owner for all claims, damage, and expenses arising from negligence
Florida Dept. of Transp. (FDOT) (Florida)	Private property Owner	None	5 yrs.; 60 days termination notice; designated commuter facility 6:30 a.m. to 6:30 p.m. on weekdays	Owner to provide all routine maintenance, including mowing, trash removal, planting of added trees, shrubs, and landscaping not provided in original site plans	Owner harmless from any FDOT negligence

In the agreement, the owner authorizes the County to act as an agent for the owner in the towing of vehicles from the lot, which are found to be “unauthorized” per the posted signs during the designated commuter-parking period. A County representative must visit the parking lot once a day, during the designated commuter-parking period, on at least three weekdays per week, to check for unauthorized vehicles per the posted signs.

The owner is responsible for all costs associated with cleaning, maintaining, and repairing the shared-use parking area. The County is responsible for maintenance of pavement markings and initial improvements it installs after signing the agreement.

#### Transit-Oriented Development Parking Agreement

King County also has a new agreement related to the provision of shared use parking areas associated with designated transit-oriented development projects. Most of the agreements relate to adjoining apartment developments, where a portion of the apartment parking spaces is leased for commuter use.

In one case in Renton, a new privately owned and operated apartment building has 150 added parking spaces, which the County will lease from the building owner for 30 years for park-and-ride use. The apartment developer owns the land and the building and will provide all safety, operations, and maintenance of the parking spaces. In another case in the Overlake area of Seattle, 300 apartments will be built over an existing County-owned park-and-ride lot. The apartment building developer is leasing the air rights above the park-and-ride lot from the County. The apartment owner will be contractually responsible to the County for operation and maintenance of the park-and-ride spaces below the apartments.

These lease agreements are very specified with respect to maintenance responsibilities, with a detailed list of task identified. As for the standard lease lots, there are specific hours that commuters can park in the designated park-and-ride spaces, and a strict enforcement program identified in the agreement that monitors and removes unauthorized vehicles for the shared use parking area.

#### Shop-n-Ride Agreement

King County also has created an innovative shared-use parking concept called Shop-n-Ride with retail businesses. Under this program, the customers of a business, in exchange for having purchased a minimum dollar value of goods in one month (\$30), are allowed to park at the business site during the following month while using public transit to commute. Merchants agree to post and/or distribute brochures, and other advertising materials to current and prospective Shop-n-Ride program participants. A Shop-n-Ride parking pass good for one month is issued to all participants.

The County agrees to support the merchant with program promotion materials, Shop & Ride customer agreements, monthly Shop-n-Ride parking passes, and customer surveys.

#### Portland

The public transit agency in the Portland area, Tri-Met, has a standard lease agreement it applies to shared use park-and-ride facilities, where Tri-Met will lease spaces from another public or private property owner. The length of the agreement is open-ended, with a 60-day termination notice required by either party. The length of time that the shared use facility is dedicated to commuters varies, but typically from 5 a.m. to 7 p.m. on weekdays.

As compensation for a lease to use the property owner's site for a park-and-ride facility, Tri-Met typically agrees to make site improvements associated with the designated shared-use area. This typically will involve parking area lighting and pavement marking improvements. A dollar cap is typically applied to the level of these improvements (usually under \$10,000). In some cases, Tri-Met reimburses the property owner for half the cost for sweeping and flushing the entire parking lot, with a dollar cap on this service also identified. In these agreements, the property owner is responsible for normal wear and tear maintenance for the shared-use parking area.

### Denver

RTD in Denver has a standard lease agreement for shared-use parking facilities with a nominal lease fee per year. The term of the agreement varies based on the property owner. The agreement can be terminated by either party with at least 30 days notice. RTD may occupy the shared-use parking facility and make improvements to the facility for park-and-ride patrons, but may not bring buses onto the property. RTD will provide for "reasonable" maintenance, including but not limited to rubbish and snow removal for the facility. On termination of the agreement, RTD will surrender use of the property to the owner, remove all signs placed by RTD, and repair any damage caused by such removal.

### Florida Department of Transportation

FDOT's Division of Public Transportation has applied an agreement in the past where FDOT constructs a park-and-ride facility on FDOT owned land adjacent to a land use that could benefit from using the park-and-ride spaces during non-commuter periods. Typically such an agreement in the past has been applied to church properties. In such an agreement, FDOT assumes all construction costs for the new park-and-ride facility, and the installation of signs restricting use of the facility. A designated period during a weekday is identified for solely commuter parking use, with the facility then made available to the adjacent land use during other periods.

In this type of agreement, FDOT assumes responsibility for major facility maintenance including drainage, base and pavement repairs and painting/repainting of pavement markings. The adjacent landowner becomes responsible for routine maintenance such as mowing, trash removal, the planting of added trees, shrubs and landscaping not provided for in the approved plans for the project, and the watering and maintenance of all trees, shrubs, and landscaping on the facility. The adjacent landowner is also permitted to install overhead lighting in the parking lot, and to maintain such lighting after lot opening.

### Conclusions and Recommendations

For shared-use facilities, the majority of the time, the park-and-ride site is owned by a private party (in most cases already developed), and the public jurisdiction (typically a regional transit agency) enters into an agreement to use all or a portion of the parking facility during certain times of day and days of the week. The public agency typically assumes responsibility for any major upgrade to the facility, with operations and maintenance costs normally split between public and private parties. Shared-use park-and-ride agreements tend to be of a lesser term than exclusive facility agreements.

This type of ownership/operations and maintenance scheme should be suitable in the Phoenix area, applicable primarily to smaller-sized parking facilities already developed. In this case, the appropriate transit agency in the area or the local city could serve as the public entity in the agreement, with either a private property owner or a public jurisdiction leasing their property but retaining ownership.

### ***Association of Contractual Agreements for Different Park-and-Ride Facilities in Phoenix Area***

As specific sites for future short-term and long-term park-and-ride facilities have been identified in the MAG Park-and-Ride Study, local jurisdiction and private property owner interest in park-and-ride sponsorship will next need to be assessed, and specific ownership and operations and maintenance scenarios will be identified for each facility. This will be undertaken outside of this study. Estimated annual operations and maintenance costs associated with each site have been identified, based on typically per space costs derived from existing park-and-ride facilities in other areas.

Given the different types of terms addressed in exclusive use and shared-use park-and-ride facility agreements, a sample outline of the terms to be addressed in each of these agreements is identified in Tables 6 and 7. This general framework can serve as a basis from which specific legal language for a particular agreement related to a particular facility with particular jurisdictions involved.

## **Transit Service Conceptual Plan**

### **Introduction**

The success of a park-and-ride facility is dependent, in large part, by the transit service that links the facility with major regional destinations. The Maricopa region is fortunate to have developed an express bus plan that calls for major improvements over the existing express bus network. These improvements include:

- ?? Substantial increases number of express bus routes.
- ?? Improvement in the coverage area of the express routes.
- ?? Expanded span of express service.
- ?? Increases in service frequency of express bus services.

In addition, improvements are planning in several jurisdictions, most notably Phoenix, in coverage, frequency and span of service for local routes that can provide midday and evening links between regional destinations and park-and-ride facilities. As discussed in the Task 2 Literature Review, providing midday and evening options for park-and-ride lot users increases the propensity for use of express bus services.

### **Service Proposals**

Tables 8 through 25 and Figure 1 show an initial cut at express bus service for sites in the 19 target areas examined in the park-and-ride lot study. For each target area, express routes from the express bus plan have been identified that could serve the specific sites examined. In each instance, one or more preferred routes are listed. In the case of some target areas and/or specific sites, additional supplemental express routes are also listed.

To the extent possible, it is recommended that express service link specific lots with one or more regional destinations (downtown Phoenix, Central Avenue corridor, Sky Harbor, downtown Tempe/ASU, Scottsdale AirPark) for a 3 hour span in the morning and afternoon peak periods at a minimum service frequency of 30 minutes. To the extent that service can be provided every 10 to 15 minutes, the lots will be more attractive to potential users. As lots come on line in a given corridor, it is possible (and encouraged) that an express route can serve two or three of the lots, enabling a higher frequency of service and/or a longer span of service than may be justified for a route serving only one lot. A key factor, of course, is the proximity of the lots to the freeway network. Lots that are adjacent to freeways are easier to link via a common route than are intermediate lots some distance from the freeway network.

Span of service list in the tables is assumed to be three hours in both morning and evening peak periods, except for lots in the City of Phoenix, where a 4-hour span is assumed, consistent with the Phoenix transit plan. Service frequency for each route is from the express bus plan (Year 2020).

**Table 6 - Typical Terms for Exclusive Park-and-Ride Facilities**

1. Identification of Parties - Public agency (ADOT, Maricopa County, or City) as Owner, Public agency (ADOT, Maricopa County, or City) as Lessee
2. Purpose - Use of site/facility as an exclusive use park-and-ride. Owner either constructs park-and-ride facility and leases property to leasee to operate and maintain facility, or owner leases property to leasee and leasee constructs and then operates and maintains park-and-ride facility.
3. Fee and Term - Fee associated with use of the facility; duration of the agreement (10-20+ years); cancellation notice on agreement (90 days). Leasee shall pay for the cost of any licenses, permits, or fees required by federal, state, local regulations to manage, operate, and maintain the parking facility.
4. Use of Premise (Nondiscrimination clause) - Lot must be open to all users, without discrimination by owner.
5. Access - Guarantee of access to the facility from existing roadways and access to public easements on property
6. Maintenance - Identification of specific maintenance functions by owner and leasee; typically leasee responsible for all maintenance costs
7. Relocation - Terms related to relocation of park-and-ride facility by owner; owner typically bears all costs.
8. Signs - Responsibility for placement of signs on property (typically leasee), and potential approval of content and design of signs (by owner).
9. Liability Insurance - Owner shall procure and maintain fire, windstorm, and extended coverage insurance for full replacement value of the facility. Leasee shall procure and maintain all insurance that it deems necessary for its protection against loss or damage to any personal property, improvements, or fixtures located on property and belonging to leasee.
10. Nuisance or Hazardous Conditions Restrictions - Leasee shall not permit any nuisance or dangerous or hazardous conditions on the premises.
11. Indemnification - Leasee agrees to release, acquit, waive any rights against owner and their successors against any claim, demands or liabilities imposed upon leasee by law due to leasee negligence. Also require the leasee in any contracts with contractors for park-and-ride improvements or maintenance to absolve the owner from any liability from contractor negligence, and have contractors meet insurance requirements.
12. Liens and Taxes - Leasee agrees not to permit any liens on the property, and pays property taxes. This includes any taxes associated with leasee's assignment of all or a portion of the property to a third party.
13. Surrender of Premises - Upon termination of the agreement, leasee agrees to remove any leasee improvements to the property if so desired by owner.
14. Parking Revenues - Allows leasee to assess parking fee at facility, but owner could have authority to approve rate charges. Could also identify to what extent parking revenues are put back into covering park-and-ride operations and maintenance costs.

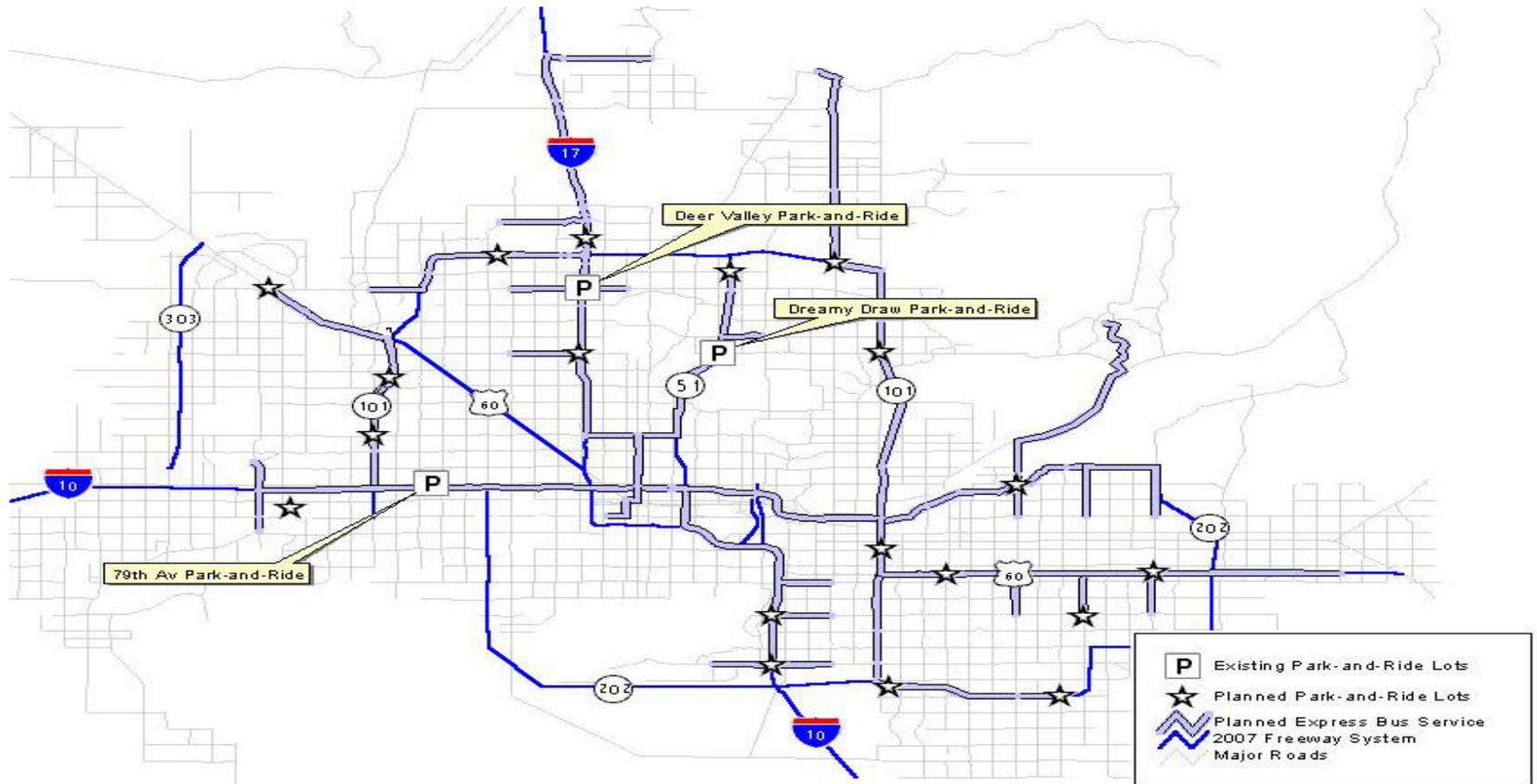
Table 7 - Typical Terms for Shared-Use Park-and-Ride Agreements

1. Identification of Parties - Public agency (ADOT, Maricopa County, or City) as Owner, private party as leasee; or private party as owner, and public agency as leasee
2. Purpose - Use of site/facility as an shared use park-and-ride. Owner agrees to lease property to leasee to operate and maintain existing or new parking lot developed by owner as a shared-use park-and ride facility during different times of day and days of week. The specific parking area to be leased is identified on an attached map, with possibly a legal description.
3. Fee and Term - Fee associated with use of the facility; duration of the agreement (1-10+ years); cancellation notice on agreement (60 days). Leasee shall pay for the cost of any licenses, permits, or fees required by federal, state, local regulations to manage, operate, and maintain the parking facility.
4. Use of Premise (Nondiscrimination clause) - Lot must be open to all users, without discrimination by leasee, during the identified time the lot is reserved for park-and-ride use. Leasee responsible for checking for parking violators and towing vehicles as needed.
5. Access - Guarantee of access to the facility from existing roadways and access to public easements on property
6. Maintenance - Identification of specific maintenance functions by owner and leasee; owner and/or leasee responsible for all maintenance costs, with costs shared in many cases.
7. Improvements to Property - Leasee could be responsible for making certain improvements to the property before entering into lease agreement, such as pavement resurfacing or lighting improvements.
8. Signs - Responsibility for placement of signs on property (typically leasee), and potential approval of content and design of signs (by owner)
9. Liability Insurance - Owner shall procure and maintain fire, windstorm, and extended coverage insurance for full replacement value of the facility. Leasee shall procure and maintain all insurance that it deems necessary for its protection against loss or damage to any personal property, improvements, or fixtures located on property and belonging to leasee.
10. Nuisance or Hazardous Conditions Restrictions - Leasee shall not permit any nuisance or dangerous or hazardous conditions on the premises.
11. Indemnification - Leasee agrees to release, acquit, waive any rights against owner and their successors against any claim, demands or liabilities imposed upon leasee by law due to leasee negligence. Also require the leasee in any contracts with contractors for park-and-ride improvements or maintenance to absolve the owner from any liability from contractor negligence, and have contractors meet insurance requirements.
12. Liens and Taxes - Leasee agrees not to permit any liens on the property. Property taxes typically paid by owner.
13. Surrender of Premises - Upon termination of the agreement, leasee agrees to remove any leasee improvements to the property if so desired by owner.

### ***Capital Cost Considerations***

The capital cost estimates for the park-and-ride sites developed as part of the task 5 and 6 work include basic lighting and shelters, as well as a transit information kiosk. Added improvements, such as driver comfort stations (restrooms) are not included. The cost of such a facility is estimated at \$75,000 (in 2000 dollars). The RTPA, Valley Metro and local jurisdictions should work closely together in finalizing the amenities at each park-and-ride facility as well as reaching agreement on capital cost responsibilities and in responsibilities associated with the maintenance of the facility. A more detailed discussion of O+M costs associated with park-and-ride lots is contained elsewhere in this Task 7 report.

### Park-and-Ride Express Bus Service Plan



**Table 8 - Express Bus Service Proposal: Target Area 2**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
2.1 I-10 and Estrella Parkway (SE quadrant)	Extension of route 561 to downtown Phoenix	3 hours AM and PM	10 minute frequency
2.2 Elesco-Felix/Van Buren (NE quadrant)	Route 561 would originate at lot, travel west on Van Buren to Litchfield Road, and north to I-10 to downtown Phoenix	3 hours AM and PM	10 minute frequency
2.3 Van Buren and 10 <sup>th</sup>	Route 561 would originate at lot, travel west on Van Buren to Litchfield Road, and north to I-10 to downtown Phoenix	3 hours AM and PM	10 minute frequency
2.4 I-10 and Litchfield Road (NW quadrant)	Route 560 express service from Litchfield Road (north) to downtown Phoenix Route 561 express service from Litchfield Road (south) to downtown Phoenix	3 hours AM and PM 3 hours AM and PM	10 minute frequency 10 minute frequency
2.5 I-10 and 99 <sup>th</sup> Avenue (SW quadrant)	Route 560 express service from Litchfield Road (north) to downtown Phoenix Route 561 express service from Litchfield Road (south) to downtown Phoenix	3 hours AM and PM 3 hours AM and PM	10 minute frequency 10 minute frequency

**Table 9 - Express Bus Service Proposal: Target Area 4**

**Management and Operations Plan – Final Report  
Transit Service Conceptual Plan**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
4.1 I-10 and Elliott (NW quadrant)	Route 521 express service to downtown Phoenix would be main route serving lot.	4 hours AM and PM	30 min. frequency
	Given proximity of site to freeway, route 522 could also serve lot	4 hours AM and PM	20 min. frequency
	Given proximity of site to freeway, route 550 could also serve lot	4 hours AM and PM	30 min. frequency
	Local service via route 56 to Downtown Tempe could also serve site		
4.2 I-10 and Ray Road	Route 521 express service to downtown Phoenix would be main route serving lot.	4 hours AM and PM	30 min. frequency
	Given proximity of site to freeway, route 522 could also serve lot	4 hours AM and PM	20 min. frequency
	Given proximity of site to freeway, route 550 could also serve lot	4 hours AM and PM	30 min. frequency
4.3 I-10 and Warner Road (SE quadrant)	Route 521 express service to downtown Phoenix would be main route serving lot.	4 hours AM and PM	30 min. frequency
	Given proximity of site to freeway, route 522 could also serve lot	4 hours AM and PM	20 min. frequency
	Given proximity of site to freeway, route 550 could also serve lot	4 hours AM and PM	30 min. frequency
	Local service via route 56 to Downtown Tempe		
4.4 I-10 and Elliott Road (SE quadrant)	Route 521 express service to downtown Phoenix would be main route serving lot.	4 hours AM and PM	30 min. frequency
	Given proximity of site to freeway, route 522 could also serve lot	4 hours AM and PM	20 min. frequency
	Given proximity of site to freeway, route 550 could also serve lot	4 hours AM and PM	30 min. frequency
	Local service via route 56 to Downtown Tempe		
4.5 Diablo Stadium (SE Quadrant of Alameda/ Fair Streets	Route 520 express service to downtown Phoenix. This route, serving Arizona Mills Mall, would be routed west on Baseline, north on 48 <sup>th</sup> to the site, north to Broadway, the east to I-10 and resume express route to downtown Phoenix.  Deviation of other routes to serve lot would be extraordinarily time consuming and not recommended.	4 hours AM and PM	20 min. frequency

**Table 10 - Express Bus Service Proposal: Target Area 5**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
5.1 40 <sup>th</sup> St and Pecos Road (NE quadrant)	Route 550 would originate at lot or deviate from regular route to serve lot; then travel north to Chandler Blvd., east to I-10 and express to downtown Phoenix	4 hours AM and PM	30 minutes
5.2 Chandler and 48 <sup>th</sup> St, west of I-10 (SW quadrant)	Route 522 express service from Chandler Road (east) to downtown Phoenix (secondary route)	4 hours AM and PM	20 minutes
	Route 550 express service from Chandler Road (west) to downtown Phoenix (main route)	4 hours AM and PM	30 minutes
5.3 Chandler Blvd. and 56 <sup>th</sup> Street (NE quadrant)	Route 522 express service from Chandler Road (east) to downtown Phoenix	4 hours AM and PM	20 minutes
5.4 Chandler Road north of Kyrene Village	Route 522 express service from Chandler Road (east) to downtown Phoenix	4 hours AM and PM	20 minutes
5.5 50 <sup>th</sup> St, ¼ mi. north of Chandler Rd (NE quadrant)	Route 550 express service from Chandler Road (west) to downtown Phoenix would be main service to lot; route would exit/enter I-10 at Ray Road; possible southbound exit from I-10 to lot	4 hours AM and PM	30 minutes
	Route 522 express service from Chandler Road (east) to downtown Phoenix could also serve lot as demand warrants; route would exit/enter I-10 at Ray Road; possible southbound exit from I-10 to lot	4 hours AM and PM	20 minutes

**Table 11 - Express Bus Service Proposal: Target Area 7**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
7.1 SW quadrant of Metrocenter Mall	Route 580 express service from Metrocenter to Central Avenue corridor and downtown Phoenix  Eventual Light Rail service to Central Avenue corridor, downtown Phoenix, Sky Harbor and downtown Tempe  Local routes to Central Avenue corridor, downtown Phoenix, Sky Harbor Airport and Downtown Tempe	4 hours AM and PM	12 minutes
7.2 27 <sup>th</sup> Avenue and Vista Ave.	Route 580 express service from Metrocenter south on 27 <sup>th</sup> Avenue to Northern to I-17 to Central Avenue corridor and downtown Phoenix  Potential Light Rail service (depending on alignment) to Central Avenue corridor, downtown Phoenix, Sky Harbor and downtown Tempe  Local Route 27 to downtown Phoenix	4 hours AM and PM	12 minutes
7.3 25 <sup>th</sup> Avenue at Dunlap (NE quadrant)	Route 580 express service from Metrocenter east on Olive/Dunlap to lot, then return west to I-17 to Central Avenue corridor and downtown Phoenix	4 hours AM and PM	12 minutes

**Table 12 - Express Bus Service Proposal: Target Area 8**

**Management and Operations Plan – Final Report**  
**Transit Service Conceptual Plan**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
8.1 I-17 and Happy Valley Road (SW quadrant)	Route 592 express service from Desert Hills Road to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	20 minutes
8.2 I-17 and Pinnacle Peak (SW quadrant)	Route 592 express service from Desert Hills Road to Central Avenue corridor and downtown Phoenix (secondary route) Route 593 express service from Pinnacle Peak Road to Central Avenue corridor and downtown Phoenix (main route)	3 hours AM and PM  3 hours AM and PM	20 minutes  30 minutes
8.3 I-17 and Deer Valley (NW quadrant)	Route 592 express service from Desert Hills Road to Central Avenue corridor and downtown Phoenix Route 593 express service from Pinnacle Peak Road to Central Avenue corridor and downtown Phoenix (main route)	3 hours AM and PM  3 hours AM and PM	20 minutes  30 minutes
8.4 27 <sup>th</sup> Avenue and Deer Valley	Route 592 express service from Desert Hills Road to Central Avenue corridor and downtown Phoenix Route 593 express service from Pinnacle Peak Road to Central Avenue corridor and downtown Phoenix (main route)	3 hours AM and PM  3 hours AM and PM	20 minutes  30 minutes
8.5 I-17 and Rose Garden (NW quadrant)	Route 592 express service from Desert Hills Road to Central Avenue corridor and downtown Phoenix Route 593 express service from Pinnacle Peak Road to Central Avenue corridor and downtown Phoenix (main route)	3 hours AM and PM  3 hours AM and PM	20 minutes  30 minutes

**Table 13 - Express Bus Service Proposal: Target Area 10**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
10.1 Thomas Road and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10. Certain shoulder period trips on Route 560 express service from Litchfield Road (north) to downtown Phoenix via I-10 could serve lot via 107 <sup>th</sup> Avenue, north to Thomas, east to Loop 101, south to I-10 and resume regular route.	3 hours AM and PM  3 hours AM and PM	30 minutes  10 minutes
10.2 Indian School Rd. and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
10.3 Camelback and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
10.4 Glendale Avenue and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes

**Table 14 - Express Bus Service Proposal: Target Area 11**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
11.1 Northern Avenue and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
11.2 Olive Avenue and Loop 101 (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
11.3 Olive Avenue and 91 <sup>st</sup> Avenue (SE quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
11.4 Olive Avenue and 91 <sup>st</sup> Avenue (NE quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
11.5 Peoria Avenue and 95 <sup>th</sup> Avenue (SE quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes

**Table 15 - Express Bus Service Proposal: Target Area 13**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
13.1 SR-101 and 67 <sup>th</sup> Avenue (SE quadrant)	Route 590 express service to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	30 minutes
13.2 Beardsley and 59 <sup>th</sup> Avenue (SE corner)	Route 590 express service to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	30 minutes
13.3 55 <sup>th</sup> Avenue and Beardsley (s. side of frontage road)	Route 590 express service to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	30 minutes
13.4 51 <sup>st</sup> and Beardsley (NE quadrant)	Route 590 express service to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	30 minutes
13.5 Loop 101 Frontage Road and Beardsley (SW quadrant)	Route 590 express service to Central Avenue corridor and downtown Phoenix	3 hours AM and PM	30 minutes

**Table 16 - Express Bus Service Proposal: Target Area 15**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
15.1 Frank Lloyd Wright and Canal (NE quadrant)	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10	3 hours AM and PM	30 minutes
15.2 Pima (Loop 101) and Scottsdale Road (NW quadrant)	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10	3 hours AM and PM	30 minutes
15.3 Pima (Loop 101) and Pima Road (NW quadrant)	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10	3 hours AM and PM	30 minutes
15.4 Pima Road and Downing Olson, north of Union Hills Drive	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10	3 hours AM and PM	30 minutes

Table 17 - Express Bus Service Proposal: Target Area 16

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
16.1 Northsite Blvd., between Frank Lloyd Wright and Raintree	Route 511 express service from Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 would provide primary service to this site.	3 hours AM and PM	30 minutes
	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 could provide supplement service during peak periods or provide primary service during shoulder periods.	3 hours AM and PM	30 minutes
16.2 Pima (Loop 101) and Cactus Road (NE quadrant)	Route 511 express service from Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 would provide primary service to this site.	3 hours AM and PM	30 minutes
	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 could provide supplement service during peak periods or provide primary service during shoulder periods.	3 hours AM and PM	30 minutes
16.3 Shea Blvd./92 <sup>nd</sup> Street (adjacent to Scottsdale Memorial Hospital North)	Route 511 express service from Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 would provide primary service to this site.	3 hours AM and PM	30 minutes
	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 could provide supplement service during peak periods or provide primary service during shoulder periods.	3 hours AM and PM	30 minutes
16.4 Northsite Blvd./ Raintree (NW quadrant)	Route 511 express service from Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 would provide primary service to this site.	3 hours AM and PM	30 minutes
	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 could provide supplement service during peak periods or provide primary service during shoulder periods.	3 hours AM and PM	30 minutes
16.5 Pima (Loop 101) and Raintree (SW quadrant)	Route 511 express service from Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 would provide primary service to this site.	3 hours AM and PM	30 minutes
	Route 510 express service from North Scottsdale to downtown Phoenix via Loop 101, Loop 202 and I-10 could provide supplement service during peak periods or provide primary service during shoulder periods.	3 hours AM and PM	30 minutes

**Table 18 - Express Bus Service Proposal: Target Area 18**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
18.1 Between Broadway and Apache, e. of 101	Route 533 express service from East Mesa to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 534 express service from Power Road to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 535 express service from Greenfield Road to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 536 express service from Gilbert Road to downtown Phoenix	3 hours AM and PM	30 minutes
	Eventual light rail service to Sky Harbor, downtown Phoenix and Central Avenue corridor Red Line local service to downtown Tempe, Sky Harbor, downtown Phoenix		
18.2 University and Evergreen (NW quadrant)	Route 533 express service from East Mesa to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 534 express service from Power Road to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 535 express service from Greenfield Road to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 536 express service from Gilbert Road to downtown Phoenix	3 hours AM and PM	30 minutes
	<i>(Note: Off-freeway location would likely see only 2 of the above routes serving this site, providing 15 minute headways)</i>  Route 30 serves downtown Tempe.		

**Table 19 - Express Bus Service Proposal: Target Area 20**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
20.1 Santan Freeway at Gilbert Road (SE quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes
20.2 Santan Freeway at McQueen Road (SW quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes
20.3 Alma School Road/Germa nn Road (NE quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes
20.4 Dobson Road/Pecos Road (NW quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes
20.5 Frye Road/Price Frontage Road (SW quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes

**Table 20 - Express Bus Service Proposal: Target Area 22**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
22.1 Santan Freeway at Warner Road (SW quadrant)	Route 534 express service extended east from Power Road to site could provide service to downtown Phoenix (with LRT connections in E. Tempe) OR Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM  3 hours AM and PM	30 minutes  20 minutes
22.2 Santan Freeway at Power Road (SW quadrant)	Route 534 express service extended east from Power Road to site could provide service to downtown Phoenix (with LRT connections in E. Tempe) OR Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM  3 hours AM and PM	30 minutes  20 minutes
22.3 Greenfield Road at Ray Road (NW quadrant)	Route 535 express service extended south to Ray could provide service to downtown Phoenix (with LRT connections in E. Tempe) OR Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM  3 hours AM and PM	30 minutes  20 minutes
22.4 Greenfield Road at Pecos Road (NW quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes
22.5 Val Vista Road and Germann Road (NW quadrant)	Route 540 express service from Chandler to downtown Phoenix via Loop 202 and I-10	3 hours AM and PM	20 minutes

**Table 21 - Express Bus Service Proposal: Target Area 23**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
23.1 Greenfield and Virginia (SW quadrant)	Route 531 express service from Greenfield Road to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 532 express service to from Power Road to downtown Phoenix (secondary service)	3 hours AM and PM	20 minutes
23.2 Gilbert and McDowell Roads (SW quadrant)	Route 512 express service from Beeline Highway to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 530 express service from Gilbert Road to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 531 express service from Greenfield Road to downtown Phoenix (secondary service)	3 hours AM and PM	30 minutes
	Route 532 express service to from Power Road to downtown Phoenix (secondary service)	3 hours AM and PM	20 minutes
23.3 Gilbert and McDowell Roads (NW quadrant)	Route 512 express service from Beeline Highway to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 530 express service from Gilbert Road to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 531 express service from Greenfield Road to downtown Phoenix (secondary service)	3 hours AM and PM	30 minutes
	Route 532 express service to from Power Road to downtown Phoenix (secondary service)	3 hours AM and PM	20 minutes
23.4 Center and McKellips (NW quadrant)	Route 512 express service from Beeline Highway to downtown Phoenix (secondary service)	3 hours AM and PM	30 minutes
	Route 530 express service from Gilbert Road to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 531 express service from Greenfield Road to downtown Phoenix (secondary service)	3 hours AM and PM	30 minutes
	Route 532 express service to from Power Road to downtown Phoenix (secondary service)	3 hours AM and PM	20 minutes
23.5 Greenfield and McKellips Road (SW quadrant)	Route 531 express service from Greenfield Road to downtown Phoenix (main route)	3 hours AM and PM	30 minutes
	Route 532 express service to from Power Road to downtown Phoenix (secondary service)	3 hours AM and PM	20 minutes

**Table 22 - Express Bus Service Proposal: Target Area 27**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
27.1 Bell Road and 21 <sup>st</sup> Street	Route 500 express service from Union Hills Road to Central Avenue corridor and downtown Phoenix	4 hours AM and PM	10 minutes
27.2 Bell Road at 34 <sup>th</sup> Way (S. side)	Route 500 express service from Union Hills Road to Central Avenue corridor and downtown Phoenix Note: Route 501 could be extended north from Dreamy Draw area to serve this site (combined with route 500 during shoulder period).	4 hours AM and PM	10 minutes
27.3 US-51 and Bell Road/36 <sup>th</sup> Street (SW quadrant)	Route 500 express service from Union Hills Road to Central Avenue corridor and downtown Phoenix Note: Route 501 could be extended north from Dreamy Draw area to serve this site (combined with route 500 during shoulder period).	4 hours AM and PM	10 minutes
27.4 Union Hills Road and 32 <sup>nd</sup> St. (SW quadrant)	Route 500 express service from Union Hills Road to Central Avenue corridor and downtown Phoenix	4 hours AM and PM	10 minutes
27.5 Union Hills Road and 40 <sup>th</sup> St.	Route 500 express service from Union Hills Road to Central Avenue corridor and downtown Phoenix Note: Route 501 could be extended north from Dreamy Draw area to serve this site (combined with route 500 during shoulder period).	4 hours AM and PM	10 minutes

**Table 23 - Express Bus Service Proposal: Target Area 28**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
28.1 Alma School Road and US-60 (NW quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix would provide primary service Note: Routes 533, 534 and 535 could also serve lot, depending on demand	3 hours AM and PM	30 minutes
28.2 Alma School Road and US-60 (NW quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix would provide primary service Note: Routes 533, 534 and 535 could also serve lot, depending on demand	3 hours AM and PM	30 minutes
28.3 Javelina and Mesa Drive (NE/SE quadrants)	Route 536 express service from Gilbert Road to downtown Phoenix would provide primary service Note: Routes 533, 534 and 535 could also serve lot, depending on demand	3 hours AM and PM	30 minutes
28.4 Stapley Drive and Inverness Drive (SW quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix would provide primary service Note: Routes 533, 534 and 535 could also serve lot, depending on demand	3 hours AM and PM	30 minutes
28.5 Stapley Drive and US-60, north of Inverness Drive (SW quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix would provide primary service Note: Routes 533, 534 and 535 could also serve lot, depending on demand	3 hours AM and PM	30 minutes

**Table 24 - Express Bus Service Proposal: Target Area 29**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
29.1 Gilbert Road and Ash St. (NE quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix	3 hours AM and PM	30 minutes
29.2 South side of US-60 between Val Vista and Greenfield	Route 535 express service from Greenfield Road to downtown Phoenix Note: Routes 533 and 534 could also serve lot, depending on demand	3 hours AM and PM	30 minutes
29.3 Lindsay and Broadway	Route 535 express service from Greenfield Road would continue north on Greenfield to Broadway, west to Lindsay, south to lot and on to US-60 and downtown Phoenix	3 hours AM and PM	30 minutes
29.4 Page and Ash (SW quadrant)	Route 536 express service from Gilbert Road to downtown Phoenix	3 hours AM and PM	30 minutes
29.5 Ash and Elm, adj. to RR	Route 536 express service from Gilbert Road to downtown Phoenix	3 hours AM and PM	30 minutes

**Table 25 - Express Bus Service Proposal: Target Area 30**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
30.1 Northside of US-60, adj. to Superstition Springs Mall	Route 533 express service from East Mesa to downtown Phoenix	3 hours AM and PM	30 minutes
	Route 534 express service from Power Road to downtown Phoenix	3 hours AM and PM	30 minutes
30.2 Ellsworth and Weir	Route 533 express service from East Mesa to downtown Phoenix	3 hours AM and PM	30 minutes
30.3 Hawes and Broadway (SE quadrant)	Route 533 express service from East Mesa to downtown Phoenix	3 hours AM and PM	30 minutes

**Table 26 - Express Bus Service Proposal: Target Area 31**

<b>Site</b>	<b>Service Proposal</b>	<b>Span of Service</b>	<b>Frequency of Service</b>
31.1 Mountain View Blvd. and Reems Road (NW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
31.2 Litchfield Road and Grand Ave. (NW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
31.3 Santa Fe Drive/Cottonwood and Dysart Road, just north of Grand Avenue	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
31.4 Bell Road and Dysart Road (SW quadrant) north of Grand Avenue	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes
31.5 Dysart Road and Grand Avenue (SW quadrant)	Route 598 express service from Grand Avenue to downtown Phoenix via Loop 101 and I-10	3 hours AM and PM	30 minutes

## **Appendix A**

### **Sample Exclusive Park-and-Ride Facility Agreements Chicago, Seattle, Denver, and Brevard County, Florida**

**METRA (CHICAGO)  
AGREEMENT FOR OPERATION AND MAINTENANCE  
OF COMMUTER PARKING FACILITY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation (“**Metra**”) and \_\_\_\_\_, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “**Parties**”.

**RECITALS**

- A. Metra presently owns or leases the property located \_\_\_\_\_, identified \_\_\_\_\_ by \_\_\_\_\_ permanent \_\_\_\_\_ index \_\_\_\_\_ number(s) \_\_\_\_\_ and delineated on **EXHIBIT “A”** attached to and made a part of this Agreement (“**Premises**”).
- B. Metra desires to grant to Municipality the right to manage, operate and maintain a commuter parking facility on the Premises (“**Parking Facility**”).
- C. Municipality has determined that the management, operation and maintenance of the Parking Facility on the Premises is in the best interest of the public and serves a valid public purpose.

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Metra does hereby grant to Municipality the right to manage, operate, and maintain the Parking Facility subject to and in accordance with the following terms covenants and conditions:

1. **FEE AND TERM.** Municipality covenants and agrees to pay Metra the sum of Ten Dollars (\$10.00) as an annual use fee for the Premises. Municipality’s obligations and right to use the Premises under the terms and provisions of this Agreement shall commence on the date this Agreement is executed by all the Parties and shall continue in force and effect for a period of forty (40) years from said execution date (“**Use Term**”) unless otherwise terminated as provided under the terms and conditions of this Agreement. Either Party

may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

2. **PURPOSE OF USE.** The Parties agree that the purpose of this Agreement is to insure that the Premises is protected, maintained and operated as a commuter parking facility with daily rates for public parking. Municipality desires to control access to said Premises and operate and maintain said Premises as a Parking Facility. Parking lot fees set and collected by Municipality shall be standardized for all patrons of the Parking Facility and Municipality shall under no circumstances discriminate against non-residents of the Municipality in setting parking fees. The Parking Facility shall be operated as a daily parking lot with spaces available on a first-come-first-serve basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Municipality.

3. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Parking Facility shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

4. **MAINTENANCE, ACCESS AND RELOCATION**

(a) Municipality, at its own cost and expense, shall manage the Parking Facility and shall be responsible for the performance of "**Routine Maintenance**" throughout the Use Term. Routine Maintenance shall include but shall not be limited to snow removal, insurance, lighting upkeep, sealing and patching pavement, patrolling the Premises and payment of utility expenses associated with the operation of the Parking Facility. Municipality shall also be responsible for excavation, demolition of structures, new construction, light standard placement or replacement necessitated by damage to a structure. In the event Municipality fails to manage, operate or maintain the Premises and the Parking Facility in accordance with the terms and provisions of this Agreement, Metra may provide, or cause to be provided, such management, operation and maintenance services and Municipality shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Municipality's receipt of a written demand for payment from Metra.

(b) Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. Municipality agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Municipality further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(c) Municipality, at its own cost and expense, shall be responsible for the “**Standard Maintenance**” of all landscaping on and along the Premises as delineated on Exhibit “\_\_\_” attached to and made a part of this Agreement. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises and Parking Facility.

(d) Metra reserves the right to relocate the Parking Facility or any portion thereof, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality’s interest in the Parking Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Parking Facility or portion thereof.

5. **SIGNS.** Municipality shall not post or place any signs on the Premises without having first received Metra’s approval of the content, design and location of the sign. Metra reserves the right to post or place or to have posted or placed on the Premises, informational and advertising signs.

## 6. **COMPLIANCE (LEGAL AND INSURANCE)**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises, the Parking Facility or any improvements thereon. Municipality shall manage, operate, maintain and use the Premises and the Parking Facility in compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Use Term.

(b) Prior to entering upon the Premises, Municipality agrees to furnish insurance in form and in such amounts as required by Metra’s Risk Management Department (312-322-6991) and shall deliver to Metra’s Risk Management Department certificates of insurance or such other documentation acceptable to Metra’s Risk Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability insurance coverage as stated on **Exhibit B**, attached to and made a part of this Agreement (“**Insurance Requirements**”). To the extent permitted by law, said insurance shall show Metra, RTA, the NIRCRC, their respective directors,

administrators, officers, employees, agents, successors, and assigns, as additional insured's and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises or during the operation of the Parking Facility; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises or the Parking Facility. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all losses, penalties, fines, costs, damages, or expenses, including court costs and attorney's fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with its mitigation, cleanup and any related liability. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorney's fees, arising from Municipality's use or occupancy of the Premises.

(e) Municipality's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA or the NIRCRC as additional insured's shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

7. **LOCATION OF UTILITIES.** Municipality accepts the Premises and the Parking Facility subject to rights of any party, including Metra, in and to any existing utility or other wires, cables, poles, pipes or facilities of any kind whatsoever, whether or not of record. Metra reserves the right to grant future utility easements over, under or through the Premises provided such easements do not unreasonably interfere with Municipality's management, operation or maintenance of the Parking Facility.

8. **METRA'S TITLE.** Metra makes no covenant for quiet enjoyment of the Premises. Municipality assumes any damages Municipality may sustain as a result of, or in connection with, any want or failure at any time of Metra's title to the Premises.

9. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Parking Facility.

10. **INDEMNIFICATION AND WAIVER.**

(a) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit, waive any rights against and forever discharge Metra, RTA, the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns, and all other persons, firms and corporations acting on behalf of or with the authority of Metra, RTA or NIRCRC, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property, arising from any accident or incident which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on its behalf while on Metra's property. Notwithstanding anything in this Agreement to the contrary, the waivers contained in this paragraph shall survive termination of this Agreement.

(b) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA, the NIRCRC, their respective directors, officers, agents and employees, from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorney's fees) claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with Municipality's use of or the condition of Metra's property except to the extent caused by the negligence of Metra, the RTA, the NIRCRC or their respective directors, officers, agents or employees. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their directors, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA, the NIRCRC may elect to participate in the defense thereof at their own expense or may at their own expense employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, their directors, officers, agents or employees. The Municipality shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, which consent shall not be unreasonably withheld. Notwithstanding anything in this Agreement

to the contrary, the indemnities contained in this paragraph shall survive termination of this Agreement.

(c) The indemnification and hold harmless provisions set forth in this Agreement shall survive termination of this Agreement and shall not be construed as an indemnification or hold harmless against and from the negligence of CRD, RTA, or NIRCRC with respect to any party performing work on the Premises to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740ILCS35/0.01 et seq.

## 11. **CONTRACTOR INDEMNIFICATION AND INSURANCE**

(a) In all contracts executed by Municipality for maintenance of the Premises and the Parking Facility (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees or the failure to perform such work.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA, and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and hutments, including court costs and attorney's fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s) or their officers, employees, agents or subcontractors and their agents or employees.

12. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

13. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises and the Parking Facility, including but not limited to real estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC and their directors, employees and agents licenses, successors and assigns against and from, and to assume all liability and expense, including court costs and attorney's fees, for failure to pay real estate taxes or special assessments assess against the Premises and the Parking Facility on or before the date payments of such taxes are due.

14. **CAUSE FOR BREACH.** If Municipality defaults in any of Municipality's undertakings or obligations of this Agreement and Municipality receives written notice of such default from Metra, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement and Municipality's use of the Premises shall automatically cease and terminate.

15. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises and the Parking Facility, fill all excavations that have been made by Municipality and deliver possession of the Premises and the Parking Facility to Metra in as good a condition or a better condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provide for in this Agreement, any such holding over shall not constitute an extension of Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this paragraph do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

16. **RE-ENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as proved in section 14 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession;

provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinafter provided. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

17. **WAIVER OF REMEDIES.** No waiver or any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (1) after any default by Municipality, (2) after the termination of Municipality's use, (3) after the service of any notice or demand, (4) after the commencement of any suit, or (5) after final judgment for possession of the Premises shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suite, as the case may be.

18. **PARKING REVENUES.**

(a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Facility ("**Revenues**") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Parking Facility. The remainder shall be deposited in a capital improvement account to be used for future renovation or rehabilitation of the Parking Facility.

(b) Municipality shall establish and maintain adequate accounting records of all Revenues based on generally accepted accounting principles consistent with the manner Municipality maintains records of its other accounts in order to insure compliance with this Agreement. Municipality shall permit and shall require its contractors to permit Metra, RTA, NIRCRC or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Municipality and its contractors with respect to said Revenues. Municipality shall submit to Metra an annual audit of its records relating to the Revenue collected and shall make its records available to Metra at mutually convenient times. Furthermore, Municipality shall immediately notify Metra if the Parking Facility is to be used in a manner substantially different from that intended by this Agreement. At the option of Metra, Metra and Municipality shall conduct a yearly joint inspection of the Premises and the Parking Facility to assure compliance with the terms of this Agreement.

19. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises and the Parking Facility (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in section 4 of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set

forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra’s employees, agents or independent contractors.

20. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

21. **NOTICES.** All notices, demands, elections and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:  
Commuter Rail Division  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
ATTN: Director, Real Estate & Contract Management  
Phone: (312) 322-8010  
Fax: (312) 322-7098

(b) Notices to Municipality shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

22. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modifications to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

23. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

24. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Municipality without the written consents of Metra its successors and assigns shall be void. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

25. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law.

26. **USE RESTRICTIONS.** Municipality agrees that none of the Premises and the Parking Facility will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any track age. Any portion of the Premises within twenty (20) feet from the nearest rail of any track age shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right-of-way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed on behalf Municipality occurring within twenty (20) feet of the outer rail of any track will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

27. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

\_\_\_\_\_[add if applicable] 28. **CONTROL OF MASTER LEASE.** To the extent applicable to the Premises, Municipality agrees to be bound by and assume all of the obligations of Metra under the terms and conditions of the Master Agreement. In the event of a conflict between a provision or provisions of the Master Agreement and a provision or provisions of this Agreement the provision or provisions of the Master Agreement shall take precedence and control. Notwithstanding anything to the contrary contained in this Agreement, in the event Railroad terminates Metra's lease of the Premises under the terms and conditions of the Master Agreement then this Agreement and the rights granted pursuant thereto shall automatically terminate.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first above written.

THE COMMUTER RAIL DIVISION OF  
THE REGIONAL TRANSPORTATION  
AUTHORITY:

\_\_\_\_\_

By: \_\_\_\_\_  
Philip A. Pagano  
Executive Director

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**KING COUNTY (SEATTLE)  
AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the State of Washington, through the Secretary of the Department of Transportation, under virtue of RCW 47.28.140, hereinafter called the “State”, and the Municipality of Metropolitan Seattle, a municipal corporation of the State of Washington, hereinafter called “Metro”;

WHEREAS, pursuant to vote and chapter 35.58 RCW, Metro is performing the function of the metropolitan public transportation within the Seattle-King County Metropolitan Area, and has adopted a comprehensive plan to provide a mass transportation system for said metropolitan area; and

WHEREAS, Metro and the State have heretofore entered into a “Memorandum of Understanding for Metro Transit Park/Ride Lots and Flyer Stops” dated May 21, 1974, for the design, construction and maintenance of certain Metro park and ride and flyer stop facilities; and

WHEREAS, said memorandum allocates general maintenance responsibilities between the State and Metro for certain areas of Metro Park and Ride Lot facilities located within State right-of-way; and

WHEREAS, the State shall construct the Shoreline-North City Park and Ride Lot in the vicinity of SR-99 and North 192<sup>nd</sup> Street in King County, hereinafter called the “Park and Ride Lot”, with loading platforms and Metro shall construct the Passenger Shelters on the loading platforms provided; and it is necessary that specific maintenance responsibilities, therefore, be agreed upon by the parties.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, it is mutually agreed as follows:

The Park and Ride Lot shall accommodate a minimum of 350 parking stalls of which at least eight (8) will be for the handicapped.

The State shall prepare the contract plans and administer construction of the Park and Ride Lot upon receipt of written approval by Metro. Consideration shall be given by the State to install electrical conduits to accommodate subsequent installation of electrical facilities by Metro provide illumination to the Passenger shelters.

II

Metro shall construct the necessary Passenger Shelters and Appurtenances in conjunction with or subsequent to work performed by the State. A sheltered passenger waiting area and passenger amenities which may include newspaper vending machines, telephones, clocks, transit information aids and bicycle racks are to be provided by Metro. The mutually agreeable Passenger Shelters shall be constructed within one (1) year of the completion date of the State's work.

III

Pursuant to Section 4 of the above-reference Memorandum of Understanding, upon satisfactory completion of State development and construction of the Park and Ride Log and written acceptance of the work by Metro, it is understood that Metro shall operate the Park and Ride Lot. Metro shall be given timely and advance notice by the State of any proposed highway changes affecting operation and/or maintenance of this facility.

IV

Maintenance responsibilities are outlined hereinafter and are shown on the attached Exhibit "A", sheet 1 of 1 and by this reference made a part of this agreement.

Metro shall be responsible for maintenance of the Park and Ride Lot facilities within the Rights-of-Way acquired by the State, and for maintenance of landscaping, water retention facilities and bus shelter areas within the Rights-of-Way of Sr-99 and North 192<sup>nd</sup> Street.

Rights-of-Way for operation and maintenance by Metro are outlined in green in Exhibit “A”.

Maintenance shall include all upkeep, cleaning and repair of any passenger shelters, access roads, parking stalls, walkways, stairs, lot-related signage, landscaping, illumination, fencing, drainage facilities, and such other fixtures and appurtenances which may be installed within or adjacent to the shelter for the purposes of passenger comfort, information or safety.

## 2

The State shall process a “Right-of-Way Relinquishment Agreement” with King County for conveyance of portions of North 192<sup>nd</sup> Street. These areas are shown in red in Exhibit “A”.

## V

The State reserves the right to examine and either approve or disapprove maintenance work conducted by Metro on the Park and Ride Lot as necessary to insure consistency of the maintenance work with recognized minimum federal or state maintenance requirements. The State shall notify Metro in writing, setting a specified reasonable period of time in which requested corrective measures must be taken, if Metro maintenance work fails to meet said recognized minimum requirements. If Metro fails to comply with such request, the State may bring the facility up to the proper standards by use of its own personnel and bill Metro for payment therefore, provided the State gives Metro thirty (30) days advance written notice of the State’s intent to perform said maintenance work.

## VI

In the event the Park and Ride Lot ceases to provide a functional service to the adopted comprehensive mass transportation system, the State and Metro shall mutually agree to remove the facility. An agreement shall be executed by the State and Metro outlining responsibility of each part for removal of the Park and Ride Lot, costs incurred for said work and disbursement of any monies recouped for salvageable items.

## VII

Metro shall hold the State harmless and shall process and defend at its own expense, all claims, demands or suits brought against Metro or the State arising from Metro's performance or failure to perform any of the provisions of this agreement, provided nothing herein shall require Metro to hold harmless or defend the State from any liability, loss, claim, demand or suit arising from the sole negligence of the State.

## VIII

No liability shall attach to the State or Metro by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

MUNICIPALITY OF  
METROPOLITAN SEATTLE

ATTEST:

\_\_\_\_\_  
Deputy Clerk of the Council

\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Assistant Attorney General

Assistant Secretary for Public  
Transportation and Planning

**RTD (DENVER)  
LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the STATE OF COLORADO for the use and benefit of STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, as “Lessor” and the Regional Transportation District, a political subdivision of the State of Colorado, as “Lessee.”

WHEREAS, the State Department of Highways has certain lands which are held for state highway purposes and are not presently needed therefore; and

WHEREAS, the Lessee intends to use the leased lands for mass transportation purposes under authority granted to it in Section 32-9-119, C.R.S. 1973, as amended; and

WHEREAS, required approval, clearance, and coordination have been accomplished from and with appropriate agencies; and

**WITNESSETH**

THEREFORE, the parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor leases to Lessee for the purposes hereinafter described certain properties situated in the State of Colorado, as more particularly described in Exhibit A attached hereto and made a part hereof.
2. The initial term of this Lease shall be for a period of thirty (30) years, commencing upon the effective date hereof and ending at 12:00 Noon thirty (30) year thereafter. The Lease shall renew for successive thirty (30) year periods unless either party shall indicate to the other, in writing, not less than 180 days prior to the expiration of any such initial or renewal thirty (30) year period, of its intent not to renew.
3. The total rent for the initial and any successor term shall be One Dollar (\$1.00), the receipt and sufficiency of which are mutually acknowledged by the parties.

4. Lessor covenants that it has the right and authority to enter into this Lease, as provided by Section 43-1-210(3), C.R.S. 1973, as amended, and the Lessee shall have quiet, peaceable possession of the described premises during the term of this Lease.
5. It is understood and agreed to by the parties that the Lessee shall be entitled to use the premises for mass transportation purposes, to-wit: to lease the properties described herein, as presented as Exhibit A, from the Lessor for mass transportation purposes as described in Section 32-9-119, C.R.S. 1973; and subject to the provisions of this Lease pertaining to restoration of the premises upon termination hereof, the Lessee may improve the property for such public transportation use. Lessor reserves the right to enter upon the described premises at any time to inspect same. Lessor shall also be entitled to review and approve Lessee's plans for construction upon the premises prior to commencement of construction to insure that the same are consistent with the provisions of this Lease.
6. During the term of this Lease, the Lessee shall comply with all applicable laws affecting the described premises, shall maintain same in good condition, and Lessee shall not commit or suffer to be committed, any waste upon the described premises, or any nuisance.
7. Possession of the described properties shall be delivered to the Lessee on the date of commencement of the term of this Lease as hereinabove provided.
8. Lessee shall not assign its interest under this Lease, or any part thereof, and will not permit its use by anyone other than Lessee, without the prior written consent of Lessor.
9. It is understood and agreed by the parties that during the term of this Lease, should either party wish to amend or terminate this Lease, the parties will meet at reasonable times and places to discuss same. Pending a written agreement as to amended terms and conditions, the Lease shall remain in full force and effect.

10. Lessee hereby saves and holds the Lessor harmless and Lessee assumes all liability for any damage to persons or property and shall indemnify Lessor against all claims occasioned by the use of the described premises by Lessee.
11. Lessee's use of the described premises shall be in compliance with all applicable rules, regulations and laws.
12. Upon the expiration or termination of this Lease, the Lessee shall restore the public right-of-way to its former state of usefulness, as nearly as may be, and except as may be otherwise agreed by the parties, at its expense, remove all property belonging to or installed by it, including any additions, alterations, or improvements thereto; Lessee shall repair any and all damage to the premises caused by such removal, and any such property of the Lessee remaining on the premises with the permission of Lessor shall inure to and become the property of the Lessor, without further consideration therefore.
13. Upon a default in its duties or obligations under this Lease by either party, the non-defaulting party shall give notice, by certified mail, of the details of such default to the defaulting party, who shall have a period of thirty (30) days from receipt of notice to either cure such default or, if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, make substantial progress toward same to the satisfaction of the other party. In the event such default is not cured to its satisfaction, the non-defaulting party shall have the right to terminate this Lease upon thirty (30) days' notice by certified mail to the defaulting party.
14. The Lessee, for itself, its successors in interest, and assigns, does hereby covenant and agree as follows:
  - (a) That no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities that may be developed on the leased premises;

- (b) That in connection with the construction of any improvements on said premises, and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors;
  - (c) That such discrimination shall not be practiced against the public in its access to and use of the facilities and services provided on the leased premises; and
  - (d) That the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 13, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.
15. No officer, member, or employee of the RTD and no members of its governing body, and no other public official or employee of the governing body of the localities included in the District, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Lease, or the proceeds thereof, except in his or her official representative capacity.

The Special Provisions attached hereto, marked Exhibit B, are hereby made a part of this Lease. For the purpose of interpretation of said Special Provisions the Lessee shall be known as the contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized respective officers as of the day and date first above written.

LESSOR:  
STATE OF COLORADO  
RICHARD D. LAMM  
GOVERNOR

ATTEST:

\_\_\_\_\_

STATE DEPARTMENT OF HIGHWAYS  
JACK KINSTLINGER  
EXECUTIVE DIRECTOR

APPROVED:  
OFFICE OF STATE PLANNING  
AND BUDGET

BY: \_\_\_\_\_  
E.N. HAASE  
CHIEF ENGINEER

\_\_\_\_\_  
John A. David, Deputy Director  
State Buildings Division

APPROVED:  
J.D. MACFARLANE  
ATTORNEY GENERAL

BY: \_\_\_\_\_  
Assistant Solicitor General

APPROVED:  
DAN S. WHITTEMORE  
STATE CONTROLLER

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
FOR THE REGIONAL  
TRANSPORTATION DISTRICT

LESSEE:  
THE REGIONAL TRANSPORTATION  
DISTRICT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Executive Director and  
General Manager

## **SPECIAL PROVISIONS**

### **CONTROLLER'S APPROVAL**

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

### **FUND AVAILABILITY**

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

### **DISCRIMINATION AND AFFIRMATIVE ACTION**

3. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer set forth provisions of this non-discrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- (3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, asking the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations and relevant Orders of the Governor.
- (4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin or ancestry.
- (6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

**BREVARD COUNTY, FL  
SPACE COAST AREA TRANSIT  
PARK & RIDE FACILITY**

**AGREEMENT FOR EASEMENT**

This AGREEMENT FOR EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between SPACE COAST AREA TRANSIT, a unit of Brevard County government, having an address of 401 South Varr Avenue, Cocoa, Florida, 32922, (herein called “SCAT”) and \_\_\_\_\_, having an address of \_\_\_\_\_ (street), \_\_\_\_\_ (city), Florida, \_\_\_\_\_ (zip), (herein called “Grantor”).

**WITNESSETH:**

WHEREAS, it is the intent of SCAT to provide effective and convenient public transit access to communities throughout Brevard County, Florida; and

WHEREAS, Grantor is the owner in fee of that certain real property located at \_\_\_\_\_ (the real property and improvements located therein herein called “Property”), the Property being located in Brevard County, Florida and more particularly described in Schedule “A” attached hereto and made a part hereof; and

WHEREAS, it is the desire of Grantor to assist SCAT to establish a park & ride facility in the community and provide a facility that will be of mutual benefit and of joint use; and

WHEREAS, Grantor and SCAT desire to establish said park & ride facility on the Property;

NOW, THEREFORE, for and in consideration of the Property, the understandings set forth herein, and for other good and valuable consideration in hand paid each of the parties hereto by the others, receipt of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. Recitals. All of above recitals are true and correct in every respect and by this reference are incorporated herein and made a part hereof.

2. Grant of Easement. Subject to the terms and conditions hereinafter set forth, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto SCAT a nonexclusive Easement for use of the Property pursuant to the terms hereof.
3. Nonexclusive Easement. The Easement created hereunder shall be (without the necessity of restating such herein) nonexclusive for the limited purposes set forth herein and subject to all the terms and conditions of this Agreement.
4. Benefit of Easement. The granting of the Easement in this Agreement to SCAT shall be deemed to include (without the necessity of restating such herein) the use and benefit of the Easement by SCAT and SCAT's employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives, and assigns.
5. Purpose of Easement. Grantor does hereby grant an easement in favor of SCAT over the Property, for the construction, maintenance, and use of a park & ride facility.
6. Park & Ride Facility. SCAT and its respective successors shall make the improvements necessary for utilizing the Property for the purposes stated herein (herein called "Facility"). SCAT shall acquire all necessary permits for the construction of the Facility. The design, location, and construction of the Facility shall be in accordance with plans and specifications mutually agreed upon by both parties prior to construction (which plans and specifications together with all amendments and modifications thereof agreed upon by both parties are hereinafter called the "Plans and Specifications" and are incorporated by reference and made a part hereof). The costs of the Facility including the design, permitting, and construction (therein called "Facility Costs") shall be borne solely by SCAT. The Facility shall be construction in a quality manner for the uses of the Easement granted herein and shall be constructed in accordance with the minimum standards required by all applicable governmental authorities or agencies having jurisdiction over the Facility. SCAT shall take all reasonable precautions during the construction of the Facility to prevent damage to the Property. Completion of the Facility shall be deemed to have occurred upon receipt by Grantor of the certificate by the supervising engineer that the construction of the Facility has been completed in accordance with the Plans and Specifications. Upon completion of the Facility, SCAT shall furnish to Grantor a statement of the Facility costs.

7. Other Improvements. Upon completion of the Facility and during the term of this Agreement, SCAT shall have the right, but not the obligation, upon obtaining the prior written consent of Grantor, consent not be unreasonable withheld, to construct, install, or otherwise make in addition to the Facility such alterations and improvements on the Property from time to time as SCAT shall consider necessary or desirable to conduct or operate the Property as provided herein (herein called “Other Improvements”). The Other Improvements shall be constructed in a quality manner and shall be constructed in accordance with the minimum governmental authorities or agencies having jurisdiction over the Other Improvements. Upon completion of any Other Improvements, SCAT shall furnish to Grantor a statement of the costs of the Other Improvements and said costs shall be added to and become a part of the Facility Costs.
8. Fixtures and Equipment. SCAT shall have the right to install on the property such equipment, fixtures, and machinery as SCAT shall consider necessary or desirable for the use of the Property as provided herein. SCAT shall have the right to remove any such equipment, fixtures, or machinery at SCAT’s sole discretion, provided SCAT repairs any damage caused by such removal.
9. Maintenance. Upon completion of the Facility, Grantor and all succeeding owners of the Property, or a portion thereof, shall have the sole obligation to repair and maintain the Property including the Facility and Other Improvements. The manner of repair and maintenance shall be sufficient in all respects for the uses granted in this Easement and in accordance with the minimum standards required by the applicable governmental authorities or agencies having jurisdiction over the Property including the Facility and Other Improvements. All costs of repair and maintenance shall be borne by Grantor, its successors, and assigns.
10. Utilities and Other Services. Grantor shall, at Grantor’s expense, furnish and maintain the following services to the Property: electricity, any heat and air conditioning included in the Facility, lighting, toilet room supplies, janitor service, water, sewage, garbage disposal, building security, and any other such routine services as necessary for the use of the Property as provided herein.
11. Access. Both Grantor and SCAT, and their respective successors and assigns, shall have full access and ingress and egress to and from the Property including the Improvements, with the understanding of the Grantor that the prioritized use of the Facility will be for SCAT’s park & ride patrons Monday through Friday during scheduled transit service.

12. Other Use Prohibited. Neither SCAT nor Grantor shall use the Property other than for the purposes stated herein without first obtaining the prior written consent of the other party.
13. Term of Easement. This Agreement shall be effective for a period of five (5) years from the date hereof, and shall remain in effect from year to year thereafter under the same terms and conditions set forth herein unless cancelled by either party by written notice as provided herein given not less than sixty (60) days prior to the end of any yearly period.
14. Recording, Termination. This Agreement shall be recorded in the Public Records of Brevard County, Florida. Upon the termination of this Agreement as provided herein, the then owners of the Easement and the Property, respectively, shall enter into an Agreement for Termination of Easement which shall be recorded in the Public Records of Brevard County, Florida and this Agreement shall become null and void.
15. Reimbursement of Facility Costs. In the event Grantor shall not renew this Agreement each year until and including the tenth year from the effective date of this Agreement or in the event Grantor shall elect not to abide by the terms and conditions as set forth in this Agreement, Grantor shall reimburse to SCAT the amount of the Facility Costs on a pro rata basis of ten percent (10%) of the total Facility Costs for each unexpired year of the aforesaid ten (10) year term. Such reimbursement shall be a total lump sum payment due upon expiration of the then current one year term of this Agreement. No portion of such reimbursement shall be due or payable after this Agreement has remained in force for a total ten (10) years.
16. Insurance. Grantor shall procure and maintain fire, windstorm, and extended coverage insurance for the full replacement value of the Facility and Other Improvements located on the Property, for protection against loss or damage by fire, windstorm, or other hazards ordinarily included in the definition of “extended coverage” as such term is used in the insurance trade. SCAT shall procure and maintain all insurance which it deems necessary for its protection against loss or damage to any of the personal property, improvements, or fixtures located on the Property and belonging to SCAT. Grantor and/or SCAT shall also procure and maintain in force at all times during the term of this Agreement general liability insurance insuring Grantor and SCAT (and naming both in the policy) against any liability whatsoever occasioned by any accident on or about the Property or any appurtenance thereto, in such minimum amounts as shall be agreed upon by Grantor and SCAT for injury to any one person, for any one

accident, and for property damage. SCAT's insurance responsibilities will pertain to coverage during the operation of its services to the Facility. All Insurance required to be carried by either party under this Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida. Such policies shall contain a clause that the insurer will not cancel or change the insurance coverage without first giving both parties ten (10) days prior written notice.

17. Damage by Casualty. In the event the Facility and Other Improvements should be totally destroyed by fire, windstorm, or other casualty, or in the event the Facility and Other Improvements should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either Grantor or SCAT may at its option by written notice to the other given not more than thirty (30) days after the date of such casualty, terminate this Agreement. In such event, Grantor shall reimburse to SCAT the amount of the Facility Costs on a pro rata basis as provided in Section 15 herein. In the event the Facility and Other Improvements should be damaged by fire, windstorm, or other casualty but only to the extent that rebuilding or repairs can be completed within one hundred eighty (180) days after the date of such damage, or if the damage should be more serious but neither Grantor or SCAT elects to terminate this Agreement, then Grantor shall within thirty (30) days after the date of such damage commence to rebuilt or repair the Facility and/or Other Improvements and shall proceed with reasonable diligence to restore the Facility and/or Other Improvements to substantially the same condition in which it was immediately prior to the happening of the casualty.
  
18. Indemnification. SCAT and Grantor and their successors and assigns shall indemnify and hold Grantor and SCAT, respectively, and all future owners of all or any part of the Property and of the Easement, respectively, harmless from any and all loss, damage, cost, claims, suits, liabilities or expenses, including reasonable attorneys' fees, by virtue of the following:
  - a) Any default or breach by SCAT or Grantor, respectively, or their successors or assigns of any of their obligations or responsibilities under this Agreement; and
  - b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of SCAT or Grantor, respectively, or their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives, or assigns on the Property or in connection with the Easement; provided however that neither\* SCAT and Grantor, and their successors or assigns, shall not be responsible or liable

for any default, injury, death, or damage that occurs while they are not the owners of the Easement created by this Agreement or of all or any part of the Property, respectively, but rather only the then owner of the Easement or Property, respectively at that time shall be so responsible or liable.

\*SCAT nor Grantor shall be liable in any way to the other party for any such injury, death, or property damage caused by or arising out of any intentional, willful, wanton, or grossly negligent act of omission of SCAT or Grantor or their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives, or assigns.

19. Enforcement. If Grantor or SCAT, or their respective successors or assigns fail to comply with their responsibilities and obligations hereunder, then Grantor or SCAT, as the case may be, or their successors or assigns, shall have the right to proceed in any action in a court of competent jurisdiction in Brevard County, Florida, either for specific performance or for damages or both.
20. Attorneys' Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney fees whether incurred at trial level or on appeal.
21. Binding Effect. Notwithstanding the granting and assignment of rights under this Agreement, the rights and benefits and the obligations and liabilities created hereunder for SCAT as owner of the Easement shall only apply to the then present owners of the Easement and their respective employees, servants, agents, lessees, tenants, patrons, guests, invitees, successors, legal representatives, and assigns. The rights and benefits and the obligations and liabilities created hereunder for Grantor as owner of the Property shall run with the Property and shall only apply to the then present owners of all or any part of the fee simple title to the Property and their respective employees, servants, agents lessees, tenants, patrons, guests, invitees, successors, legal representatives, and assigns. The owners of all or any part of either the Easement or the Property shall only be responsible for the obligations and liabilities of such interests that may accrue during such term of ownership, and in no event shall: (i) an owner of either of said interests be obligated or liable for a default hereunder of a subsequent owner. Subject to the limitation set forth in the preceding sentence, any future owner of all or any part of the property shall be deemed to have assumed the liabilities and obligations of Grantor hereunder incident to and by virtue of the land so acquired and any future owner of the Easement shall be deemed to have assumed the liabilities and obligations of SCAT hereunder incident to and by virtue of the interest so acquired. The limitations as set forth in the preceding sentences of this Section 21

shall not limit the responsibility and obligations of any future owner of all or any part of the Property or the Easement, respectively, to construct and thereafter to maintain and repair the Property to the extent required under this Agreement, regardless whether the failure to do so first occurred by the previous owner of the Property or the Easement, as applicable.

22. Notice. Whenever any notice may be given or is required to be given under the terms of this Agreement, the same shall be delivered by hand or by delivery through the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

**TO SCAT: SPACE COAST AREA TRANSIT**

Attn: James Liesenfelt  
401 South Varr Avenue  
Cocoa, Florida 32922

With copy to: (Attorney)

To Grantor:

or such substitute address as any of the foregoing parties may designate for himself or itself by like notice. Notice shall be deemed given when delivered by hand or placed in the United States Mail as aforesaid.

23. Modification. There are no other agreements, promises, or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement except in writing and signed by the then owners of the Property and the Easement and recorded in the Public Records of Brevard County, Florida.
24. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise.
25. Counterparts. This Agreement is being executed in several counterparts, each of which shall be deemed an original.

26. Effective Date. This Agreement shall have an effective date of the date that the parties hereto duly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
As to Grantor

\_\_\_\_\_  
As to Grantor

\_\_\_\_\_  
As to SCAT

\_\_\_\_\_  
As to SCAT

By:

\_\_\_\_\_  
(Grantor Official)

As Its

\_\_\_\_\_  
(Title)

“GRANTOR”  
(CORPORATE SEAL)

SPACE COAST AREA TRANSIT

By: \_\_\_\_\_

James Liesenfelt  
Transit Director

“SCAT”  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as

\_\_\_\_\_, on behalf of \_\_\_\_\_ (“SCAT”  
or “the Grantor”), for the purposes set forth therein.

\_\_\_\_\_  
Notary Public

(SEAL)

Schedule “A” – legal description of Property

## **Appendix B**

### **Sample Shared-Use Park-and-Ride Agreements Seattle, Portland, Denver, and Florida Department of Transportation**

**KING COUNTY  
(SEATTLE)**

**PARK AND RIDE LOT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and between, \_\_\_\_\_, its successors and assigns, hereinafter referred to as the "Owner", and the **KING COUNTY**, its successors and assigns, hereinafter referred to as the "County".

**WITNESSETH:**

For and in consideration of the terms, conditions and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. **Purpose:** This Agreement is intended to encourage the Owner to permit transit and rideshare commuters, hereinafter called "commuters", to use of a portion of the Owner's property (hereinafter referred to as "Premises" and described in Exhibit A which is attached hereto and made a part hereof) for a park and ride lot. Nothing herein shall be construed as creating a tenancy between the County and the Owner.

2. **Payment:** In exchange for quarterly payments made by the County at a monthly rate of four dollars and 00/100's (\$4.00) per parking space, the Owner agrees to allow commuters to use 28 parking spaces located on the Premises and as shown in Exhibit A, under the terms and conditions stated herein. The first payment shall be \_\_\_\_\_, for \_\_\_\_\_. All subsequent quarterly payments will be due in the first month of the quarter (January, March, June and August) and under this Agreement shall be \$336.00. The parties agree that said payments are complete and full for each quarter and that no further amounts shall be due for any wear, maintenance or damage accruing to the Premises.

3. **Term:** This **Agreement** shall be in full force and effect and binding upon the parties hereto beginning \_\_\_\_\_ **2000** and continue thereafter until terminated. The **Agreement** may be terminated by either party for any or no cause by giving **60 days** written notice to the other party of the intent to terminate. If this **Agreement** is terminated, the **Owner** agrees to return to "KCDOT" any unearned portions of the quarterly payment.

4. **Use of Premises:** The Premises shall be used for a park and ride lot, vehicular access for parking for commuters, ingress and egress for, and all similar and related uses. Such use shall not include buses, vans, or trucks with a gross weight exceeding 10,000 pounds. The County

shall not create or maintain on the Premises any nuisance or in any way violate generally applicable laws, ordinances and public regulations now or hereafter in effect.

5. **Access and Use:** Commuters shall have primary right to use the Premises from Monday through Friday between 5:00 A.M. and 7:00 P.M., except for holidays. Guests, patrons, and/or visitors of the Owner may use the Premises on a space available basis after 9:00 A.M. The Owner shall have and retain the right to use the Premises during other hours. The Owner reserves the ability to make other uses of the Premises which do not interfere with the commuters' use. The County shall have the right to enter upon the Premises at any time for purposes related to this Agreement.

6. **Limits of Use:** The County shall, at its expense, post at the entrances and on the Premises clear and conspicuous signs which designate the limits of the Premises and specify the grounds for towing vehicles from the Premises as "unauthorized." The Owner shall have the right to approve such markings and signs, which approval shall not be unreasonably withheld. The location of the specific identification and control signs to be used are indicated on Exhibit A and pictured on "Park & Ride Lot Signs" attached to this Agreement.

7. **Towing of Vehicles:** The Owner hereby authorizes the County to act as an agent on behalf of the Owner for the purpose of ordering the towing of vehicles from the Premises which are found to be "unauthorized" per the posted signs after 5:00 A.M. and before 7:00 P.M. weekdays except for holidays. The Owner shall retain the right to tow vehicles at all times. Unless a towing agreement between the Owner and a towing company already exists, the County will establish an agreement with a local towing company and arrange for signs to be installed on one or more of the posts supplied by the County for the parking control signs.

8. **Lot Monitoring:** A County representative shall visit the Premises once a day, between 5 a.m. and 7 p.m., on at least three weekdays per week, to check for unauthorized vehicles per the posted signs. Provided, however, during the first month of this Agreement, the County representative shall visit the Premises on all five workdays in a week unless prevented from doing so by staff absences or other unforeseen circumstances. Following the first month, the parties shall meet to evaluate the compliance of commuters with the posted parking rules. The Owner and the County maintain the right to review and modify the Lot Monitoring section as needed. Any modifications to this agreement must be mutually agreed upon by both Parties.

9. **Liens and Improvements:** The County shall not permit any mechanic's or materialmen's liens of any kind to be enforced against the Premises for any work done or materials furnished thereon at the request of or on behalf of the County.

10. **Maintenance and Repairs:** The Owner shall be responsible for all costs associated with cleaning, maintaining and repairing the Premises. The County shall only be responsible for

the maintenance of markings and improvements, which it installs during the life of this agreement.

11. **Governmental Charges:** The Owner shall indemnify and save the County harmless from any taxes, assessments or governmental charges of any kind which may be levied against the Premises.

12. **Insurance:** The County agrees to maintain general liability insurance, including personal injury and property damage coverage, in an amount of at least one million dollars (\$1,000,000.00) per occurrence. This requirement may be satisfied by self-insurance (to be evidenced by a letter from the County).

13. **Accommodation:** The parties agree to make reasonable accommodations with and to work together to resolve problems that may arise from time to time. The Owner may secure the use of the Premises on a limited number of dates, other than Monday through Friday, to allow for the construction on surrounding property or special events. Except in cases of emergency, the owner will provide a minimum of 15 days notice to County and to users. The Owner agrees to provide special consideration for vehicles displaying an accessibility decal.

14. **Successors and Assigns:** This Agreement and each of the terms, provisions, conditions, and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Removal of Signs/Improvements:** The County agrees that upon conclusion of the term of this Agreement, it will remove all signs or improvements placed by it on the Premises and will repair any damage caused by such removal.

16. **Owner Covenants:** Owner covenants that Owner holds fee simple title to the Premises and has full right to make this Agreement for the uses and purpose herein provided.

17. **Entire Agreement:** This document contains the entire agreement between the parties and supersedes all other statements or understandings between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the date herein set forth.

**KING COUNTY DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Roy Francis, Manager

Transportation Planning Division

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

**PROPERTY OWNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**KING COUNTY (SEATTLE)**

**DRAFT**

**EXHIBIT ----- OF KCHA & KING COUNTY LEASE  
For the Overlake Park and Ride TOD Project**

**MAINTENANCE AND OPERATION AGREEMENT/PARKING  
MANAGEMENT PLAN**

**A. General Conditions**

- 1) Lessee will be responsible for management, operations, maintenance and repair of all improvements associated with the Project, except as set forth below. Lessee will adopt and continue in effect for the lease term a maintenance, repair; and replacement schedule for the improvements will meet all applicable standards, rules, regulations and underwriting requirements, throughout the lease term. It is the intent of the parties to maintain the improvements to a standard that continues the Projects viability for its intended purpose as an affordable residential transit oriented development throughout the lease term. If a condition involving damage to the structure or safety of the transit users arises directly involving the parking structure, which reasonably requires repair, Lessor will provide Lessee notice of such condition and a request for repair. If Lessee fails to respond or effect such repairs as will correct the condition, Lessor will have the right to effect such repairs and obtain reimbursement from Lessee for the cost of same.
- 2) Lessor will be responsible for maintenance, operation, and liability of the transit facilities external to the structured parking. These transit facilities include the bus loop and join access roadway.
- 3) 150 stalls on the lower level of the parking structure will be available only to off sit parking & ride commuters for an eight (8) hour period beginning at 5:00 a.m. Additional parking stalls will be available on a first-come first-served basis.
- 4) *Lessee will be responsible for the maintenance and operation of the passenger loading area immediately adjacent to the structured parking and the transit loop.....*
- 5) Parking utilization for the entire site will be regulated and monitored by the Lessee. Lessee will prepare a parking utilization report on a quarterly basis for the

first two year of occupancy. Thereafter, the report will be prepared twice per year. Data and information to be collected should include but not be limited to actual demand for tenant vehicles and off site parking and ride vehicles; reported violations; towing requirements; etc.

## B. Maintenance

Lessee shall be solely responsible for all maintenance of the parking facility and shall furnish all labor, equipment and supplies necessary for the proper performance of the maintenance service. Supplies include, but are not limited to, cleaners, detergents, floor polish, disinfectants, vacuum cleaners, dust cloths, wet and dry mops, waxes, buffing machines, plastic bags, graffiti removal agents, and trash can liners.

- 1) Scope of work: Elevators and stairs – the following shall be performed five times a week or as needed to maintain a similarly clean facility.
  - ~~///~~ Clean interior of elevators, remove stickers, graffiti, and advertisements
  - ~~///~~ Sweep and mop elevator floors
  - ~~///~~ Dust or vacuum light and fan grills as needed
  - ~~///~~ Clean exterior doors and call button areas on both floors
  - ~~///~~ Clean stairs and handrails
  - ~~///~~ Remove food and beverage spills, and gum.
  
- 2) Scope of work: Parking areas both levels – the following shall be performed five times a week or as needed to maintain a similarly clean facility.
  - ~~///~~ Pick up all paper, cigarette butts, beverage containers, and other debris from floor of garage
  - ~~///~~ Sweep floors as needed
  - ~~///~~ Sweep stairs and clean handrails
  - ~~///~~ Empty trash receptacles and replace liners
  - ~~///~~ Remove sticker, flyers, and graffiti from all surfaces including the exterior of building.
  - ~~///~~ Clean telephones, security monitors and any other miscellaneous equipment.
  - ~~///~~ Replace broken or burned out light fixtures
  - ~~///~~ Remove accumulated snow, ice, and water in and around the garage and access areas as necessary. No chloride products shall be used.
  
- 3) Scope of work: Passenger Loading Area
  - ~~///~~ To be inserted
  
- 4) Scope of work: the following shall be done on a weekly basis or as needed to maintain a similarly clean facility:

- ~~///~~ Pressure wash or hose off food and beverage spills
- ~~///~~ Sweep the entire garage and/or hose clean
- ~~///~~ Dust light fixtures, wash glass on security monitors

5) Scope of work: the following shall be done on a quarterly basis or as needed to maintain a similarly clean facility.

- ~~///~~ Pressure wash stairs
- ~~///~~ Pressure wash off grease and oil.

6) Scope of work: the following shall be done on an annual basis or as needed to maintain a similarly clean facility:

- ~~///~~ Wash all light fixtures

7) Scope of work: Offensive Graffiti – shall be removed within 24 hours of it being reported or seen. Offensive graffiti is defined for this purpose as racially or ethnically derogatory, words considered profane or socially unacceptable or pictures/drawings of an obscene nature.

## C. Management

### 1) Facility

Lessee shall supervise the daily operation of the facility. The responsibilities of this position include but are not limited to:

- ~~///~~ Enforce parking of transit users and residential users
- ~~///~~ Enforcement of ADA stall use
- ~~///~~ Removal of blocking vehicles
- ~~///~~ Abandoned vehicles
- ~~///~~ Responding to elevator alarms in the garage and taking steps to free any trapped users.
- ~~///~~ Being alert for persons within the garage who do not have a legitimate purpose in the facility.
- ~~///~~ Responding to personal or property injuries report/observed in the parking garage

### 2) Sole use and shared use parking

One hundred fifty (150) parking stalls in the lower level of the garage shall be designated by Lessee for sole use by park and ride users from 5 a.m. until 1 p.m., Monday through Friday. Residents with approved stickers shall be permitted use of these 150 stalls between 1 p.m. and 5 a.m., Monday through Friday. No overnight parking shall be allowed in these stalls. These 150 stalls shall be marked to indicate such usage and restrictions.

The remaining one hundred (100) stalls in the lower level of the garage shall be designated by Lessee for shared use by park and ride users and residents.

Landlord shall ensure that all parking stalls are being used by tenants riders and tenants appropriately. Lessee will accomplished with use of warning signs, patrol, and observation and other means necessary to monitor parking compliance.

Unauthorized vehicles remaining in the designated park and ride stalls within the restricted hours shall be subject to impoundment by Lessee. A maximum of two ticketed warnings shall be allowed before impoundment. If Lessee fails to impound improperly parked vehicles, Lessor shall have the right to such vehicles impounded at the Lessee's/owner expense.

### **3) Safety and Security**

Lessee shall be solely responsible for safety and security in the parking facility. Lessee shall take all reasonable steps to ensure the safety and security of garage users and vehicles.

~~✍~~ All major incidents concerning the personal security and safety of transit customers will be investigated and reported to the Redmond Police immediately. Notify King County Chief of Transit Police of incident with 24 hours. Major incidents include, but are not limited to, the following:

1. Homicide
2. Arson
3. Assault
4. Robbery
5. Major Vandalism
6. Bomb threats
7. Auto theft
8. Any other serious injury

### **4) Signage**

In consultation with Lessee, Lessor shall develop and manufacture the lot identification and welcome signs for the parking facility. The initial set of signs and specifications will be provided to the Lessee, at Lessor's expense. The Lessee will, at its expense, install the signs in the garage at locations identified and agreed to by both parties. Lessee shall, at its expense, be

responsible for maintaining signs, and subsequent manufacture and replacement of removed and damaged signs.

## KING COUNTY (SEATTLE)

### SHOP & RIDE PROGRAM

### MERCHANT AGREEMENT

THIS AGREEMENT is entered into by and between King County (“County”) and (*store name – legal*) (“Merchant”).

#### RECITALS

- A. In order to increase park and ride options for its transit riders, the County has designed a Shop & Ride Program which is available for adoption and implementation by retail businesses. Under the program, the customers of the business, in exchange for having purchased a minimum dollar value of goods in one month, are allowed to park at the business site during the following month while using public transit to commute; and
- B. The Merchant desires to implement a Shop & Ride Program for its customers at the location(s) listed below.

(*store name*)  
(*store address*)  
(*city, state zip*)

#### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

##### **I. Merchant Implementation of Shop & Ride Program**

The Merchant agrees that it will adopt a Shop & Ride Program in accordance with the following terms.

- A. The Merchant agrees to offer members of public the opportunity to qualify for parking priority, as described below, in Merchant’s parking area located at the (*description of property*) The Merchant agrees to post and/or distribute brochures, and other advertising materials to current and prospective Shop-and-Ride Program participants.

- B. The Merchant agrees to enter into Shop & Ride Customer Agreements with members of the public who agree to spend a minimum of **\$30** per month on purchases from the Merchant. Because of parking capacity constraints, the Merchant shall have no more than *(number of agreements)* customer agreements in effect at any one time.
- C. The Merchant agrees to use only, and abide by the terms of, the Shop & Ride Customer Agreement that is attached hereto and made a part hereof as Exhibit A.
- D. The Merchant agrees to provide a monthly Shop & Ride Parking Pass to persons who have entered into a customer agreement and have met the minimum monthly purchase amount for the previous month.
- E. The Merchant agrees to provide only the Shop & Ride Parking Pass which is attached hereto and made a part hereof as Exhibit B.
- F. The Merchant agrees to grant any vehicle bearing a valid Shop & Ride Parking Pass the right to park in the Merchant's parking area Monday-Friday (except holidays) from 5:00 a.m. to 7:00 p.m.
- G. The Merchant agrees to post signs in the form attached hereto and made a part hereof as Exhibit C.

### County Support of Merchant's Shop & Ride Program

The County agrees to support the Merchant's Shop & Ride Program in accordance with the following terms:

- A. The County agrees to supply the Merchant with program promotion materials, Shop & Ride Customer Agreements, monthly Shop & Ride Parking Passes, and customer surveys
- B. The County agrees to promote the Merchant's Shop & Ride Program by including the Merchant on the King County Internet website relating to such programs.

### Records and Surveys

- A. The Merchant agrees to keep a record of all customer agreements entered into and passes distributed .

- B. The Merchant agrees to survey all customers to whom a Shop & Ride pass is issued using forms supplied by the County. The completed survey forms shall be provided to the County.

## **II. Legal Relations**

It is understood and agreed that this Agreement is solely for the benefit of the parties and gives no right to any other entity or person. No joint venture or partnership is formed as a result of this Agreement. No employees or contractors of either party shall be deemed, or represent themselves to be, employees of, or under contract to, the other party.

## **III. Duration and Termination**

- A. This Agreement shall take effect upon its signing by both parties and shall remain in effect until terminated in accordance with this section.
- B. The Merchant may terminate this Agreement without cause and for its convenience at the end of a calendar month provided it has given written notice to its customers and the County at least two calendar months prior to the effective date. During the second month after notice of termination is given, the Merchant shall not enter into any customer agreements and shall give written notice to customers that any purchases during that month will not count toward qualifying for a monthly parking pass.
- C. The County may terminate this Agreement without cause and for its convenience at the end of a calendar month provided it has given written notice to the Merchant at least two calendar months prior to the effective date. During the second month after notice of termination is given, the Merchant shall not enter into any customer agreements and shall give written notice to customers that any purchases during that month will not count toward qualifying for a monthly parking pass.

## **IV. Notices**

All notices, requests, demands and other communications under this Agreement shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram, rate paid, confirmation requested to the addresses set forth below:

Transportation Planning Division  
Department of Transportation  
201 South Jackson Street MS KSC TR 0814

Seattle, WA 98104-3856

## **Entire Agreement**

This document contains all terms, conditions and provisions agreed upon by the parties hereto and shall not be modified except by written amendment.

### **I. Jurisdiction**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The Superior Court for King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

### **I. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives.

## **KING COUNTY DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Roy Francis, Manager  
Transportation Planning Division

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

## **PROPERTY OWNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## TRI-MET (PORTLAND)

### TRI-MET / G.I. JOE’S SPORTS AND AUTO STORE SHARED PARK & RIDE LOT AGREEMENT

This Agreement is entered into on this ----- day of -----, 2000, by and between the Tri-County Metropolitan Transportation District of Oregon (“Tri-Met”) and G.I. Joe’s Sports and Auto Store (“Owner”), collectively referred to herein as the “Parties”.

Whereas Tri-Met desires to use property owned and maintained by Owner as a shared Park and Ride Lot subject to the terms and conditions set forth:

Now, therefore, in consideration of the mutual promises and the terms and conditions set forth thereafter, the parties agree as follows:

#### 1. License:

Owner grants to Tri-Met, its customers and patrons a license to use a portion of Owner’s property for use as a Park & Ride lot consisting of fifty (50) spaces at the southwest corner of the property, which spaces are closest to McLoughlin Boulevard and to the adjacent Chevron gas station. License includes access to those parking spaces by way of Owner’s driveways connected with public roads.

#### 2. Term

The term of this Agreement shall commence on the date first written above and shall continue until:

- (1) terminated at any time by mutual consent of the Parties; terminated by either party after a minimum of three years time from the date this Agreement is in effect, provided the intent to terminate is submitted with 60 days advance written notice to the other Party.

#### 3. Use of the Property

It is understood that, while tri-Met is not in a position to regulate use of the spaces, that use will generally be limited to the hours of 5:00 a.m. to 7:00 p.m. on weekdays. The spaces will be used by Park & ride bus patrons or by carpools. Tri-Met shall have the right to mark the spaces subject to this Agreement as “reserved” for its patrons. Tri-Met agrees to remove or cause to be removed any vehicles that are abandoned or parked for extended periods of time in the designed Park & ride spaces, following reasonable attempts to notify the vehicle owner of the intent to remove the vehicle.

Tri-Met will obtain Owner's written consent before placing any improvements on the premises.

Owner shall notify Tri-Met with two weeks notice of any event or repairs that might inconvenience or limit use of the designated Park & Ride spaces. Tri-Met and the Owner shall in good faith seek accommodation of Park & Ride patrons during any such event.

**4. Compensation:**

As full compensation for Owner's license to use its premises for a Park & Ride lot, Tri-Met will provide the Owner the following:

~~§~~ Up to five (5) additional light standards placed in the vicinity of the designated Park & Ride spaces and paralleling McLoughlin Blvd. These may be part of an isolated circuit or an extension to the Owner's existing parking lot lighting circuit if Owner's existing system will support such extension. Tri-Met will pay the installation and cost of operating these lights if the circuit can be isolated, metered and assigned to a Tri-Met account by the utility provider. Otherwise, the electricity cost for these lights shall be the Owner's expense.

~~§~~ Complete paint re-striping of the entire parking lot, including any special markings to designate the Park & Ride spaces (but excluding any extraordinary colors or treatment that might be proposed by the Owner). Tri-Met agrees to repeat this re-striping once every once every two years as required. Tri-Met's expense for this maintenance shall not exceed \$4,500 per application.

~~§~~ Share equally with the Owner the one-time-only cost of seal coating the entire front lot of the store.

~~§~~ Tri-Met shall reimburse the Owner for 50% of the cost of sweeping the entire lot and flushing, as required. Tri-Met's expense for this maintenance shall not exceed \$900 annually.

By mutual agreement, the Owner or tri-Met may contract for these services. For Owner expenses, to be reimbursed by Tri-Met, Owner shall submit an invoice to Tri-Met monthly or as costs are incurred. Tri-Met shall pay all invoices within 30 days of invoice receipt.

**5. Access to Premises:**

Tri-Met, Tri-Met's patrons and private carpools may use other property belonging to Owner for reasonable vehicles (except buses) and pedestrian ingress to, and egress from, the Premises.

**6. Signs:**

Tri-Met may install a sign on the Premises indicating that a portion of the Premises are available for use as a Park & Ride lot. The sign shall be similar in design and dimension to that shown as Exhibit 1 to this Agreement. Owner agrees that landscaping around the signs may upon mutual agreement be removed, pruned or replaced at Tri-Met expense to accommodate this sign. Additionally, individual signs may be placed at the head of each Park & Ride parking space or section of spaces, as appropriate.

**7. Owner Maintenance:**

Owner shall be responsible for all normal wear and tear maintenance. Owner shall notify Tri-Met promptly of any defects in the Premises or in Owner's other property used for ingress to, or egress from the Premises that could cause injury or damage to Tri-Met, Tri-Met's patrons, or private carpools. Tri-Met shall contribute to the maintenance of the lot, consistent with Paragraph 4, above and otherwise have no further costs associated with maintenance for the lot or spaces.

**8. Tri-Met Liability:**

During the term of this License, Tri-Met shall obtain and maintain a general commercial liability policy. Such policy shall identify the Owner as an additional named insured. To the extent of the insurance proceeds. Tri-Met will indemnify Owner against liability, for injury to persons or damage to property arising from use of Owner's property by Tri-Met or its patrons. Tri-Met shall have no obligation to Owner for damages caused by Owner's own negligence.

**9. Government Charges:**

Tri-Met shall have no obligation to pay any taxes, assessments, or other governmental charges against the Premises.

**10. Termination:**

Upon termination of this Agreement Tri-Met shall cease using the Premises for a Park & ride lot, shall remove all signs placed by tri-Met on the premises, and shall repair any damage to the Premises to the extent permitted under Paragraph 8 of the Agreement, that may have been caused by the removal of Tri-Met's signs or structures.

**11. Contact:**

All notices provided for hereunder shall be in writing and sufficient if deposited in the U.S. mail. As certified mail, return returned receipt requested, addressed to the parties set forth below:

**If to Tri-Met:**

Young Park, Manager, Capital Projects  
Tri-Met Capital Projects & Facilities  
710 N.E. Holladay Street  
Portland, Oregon 97232

**If to G.I. Joe's:**

Ron Wylder, Store Manager  
G.I. Joe's Sports and Auto Store  
15600 S.E. McLoughlin Blvd.  
Milwaukie, Oregon 97267

**G.I. JOE'S SPORTS AND  
AUTO STORE**

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Neil McFarlane, Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## RTD (DENVER)

### PARK-N-RIDE AGREEMENT

THIS AGREEMENT is made and entered into this ----- day of -----, 2000, by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, 1600 Blake Street, Denver, Colorado, hereinafter referred to as “RTD” and ----- hereinafter referred to as “Owner”. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the aforementioned parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide the RTD with permission to use a part of Owner’s Premises as Park-n-Ride facility for the benefit of RTD’s patrons.

2. Premises: Owner hereby leases to RTD for Park-n-Ride purposes that portion of Owner’s Premises marked “Park-n-Ride” in Exhibit “A” hereto, and consisting of parking spaces.

3. Compensation: The sum of ----- dollars (\$0.00) rent shall be paid by the RTD to Owner in advance of the lease term year.

4. Term of Agreement: This Agreement will be for a term of ----- years, commencing ----, -----, 2000. However, this Agreement may be terminated earlier by RTD or Owner giving the other party to this Agreement thirty (30) day’s advance written notice of cancellation. In the event that this Agreement is terminated by either party prior to the expiration of its original year term, or of any extension, Owner shall within ten days thereof refund to RTD any and all portions of the rental paid in advance which is pro-rata attributable to the time remaining in the original term, or any extension.

5. Use of Property: RTD may occupy the Premises and make improvements thereon, for use as an RTD Park-n-Ride facility for its patrons, marking and signing of the Premises, and all similar and related uses. RTD or its contractors may not bring buses upon the premises.

6. Condition of Premises: The parties shall inspect the Premises and agree, in writing, as to the condition of said Premises prior to the commencement of RTD’s use thereof, RTD accepts the premises in an “as is” condition.

7. Marking of Premises and Publicity: RTD shall mark the Premises as may be necessary for its use and, similarly, shall install signs indicating that the Premises are available

for RTD patrons. RTD's signage shall inform RTD patrons that they may not make use of any of Owner's property but the Premises for RTD related purposes.

8. Maintenance: RTD will provide reasonable maintenance, including but not limited to rubbish and snow removal for the Premises and improvements thereon. Owner agrees to notify RTD promptly of defects in parking areas which could give rise to third party injury or damage, even though RTD may make periodic inspections of the Premises.

9. Government Charges: RTD will have no obligation to pay any taxes, assessments of any other governmental charges against the Premises unless the assessment increases as the result of RTD's improvements.

10. Liability: Subject to the provisions and monetary limitations of the Colorado Governmental Immunities Act and as permitted by law, RTD will hold Owner harmless from all claims, damages, losses and expenses arising out of RTD's installation and permissible use of the Park-n-Ride facility. Owner will hold RTD harmless from all claims, damages, losses and expenses arising from Owner's use and maintenance of the Premises.

11. Termination: On termination of this Agreement, RTD will surrender use of the Premises to Owner and will remove all signs placed by RTD on the Premises. RTD will repair any damages caused by such removal.

12. Prohibited Interest: No officer, member or employee of the RTD, and no member of its governing body of the locality of localities included within the Regional Transportation District, during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

13. Amendment: This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver. The parties by mutual agreement may change the location of this Park-n-Ride.

14. Agreement Binding: This agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.

15. Laws to Apply: The Laws of the State of Colorado, the applicable federal, state and local laws, rules, regulations, and guidelines shall govern this Agreement.

16. Headings: The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

17. Notice: Any notices or remittance given pursuant hereto by either party to the other party shall be in writing and mailed by certified mail, return receipt requested, postage pre-paid, addressed as follows:

To Owner:

To RTD: Regional Transportation District  
1600 Blake Street  
Denver, Colorado 80202-1399  
Attention: Mr. David Apodaca

The address to which notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

DATE: \_\_\_\_\_

OWNER: Regional Transportation District

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
General Manager

Title: \_\_\_\_\_

Property Address:

APPROVED AS TO LEGAL FORM FOR  
THE REGIONAL TRANSPORTATION  
DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Associate General Counsel

**FDOT (FLORIDA)**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC TRANSPORTATION OPERATIONS**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter called “DEPARTMENT” and HARVEST TIME OF TAMPA, a non-profit corporation, hereinafter called “CHURCH”:

**WITNESSETH:**

WHEREAS, the cooperation of the parties is necessary to provide Park and Ride facilities in the interest of efficient transportation by encouraging car-pooling, van-pooling, and the use of public transportation, and to provide supplemental parking for “CHURCH”, together with a continuing assurance of access by the public to the “CHURCH” facilities.

NOW, THEREFORE, in consideration of the premises and the understanding set forth herein, together with the mutual benefits flowing from each to the other, the parties agree:

1. The “DEPARTMENT” shall construct a Park and Ride facility on “DEPARTMENT” owned land adjacent to and immediately North of the “CHURCH” property, being further identified as a part of Parcel 107, Section 10002-2526, Hillsborough County, Florida. The design of this facility shall be in accordance with plans and specifications mutually agreed upon by the parties prior to construction.
2. The “DEPARTMENT” shall:
  - A. Assume all construction costs for the facility in accordance with the approved plans for the project.
  - B. Suitably identify the restricted use of the facility by appropriate signs.
  - C. Allow “CHURCH” to use said facility for parking by its members and guests during any and all hours it is not utilized for Park and Ride purposes. The hours for use as a Park and Ride facility shall be from 6:30

- A.M. to 6:30 P.M., Monday through Friday of each week, but said times may be changed by mutual agreement of the Parties.
- D. Continue to provide access to and from the “CHURCH” property and furnish for that purpose, an adequately identified and marked corridor on the facility.
  - E. Provide any major maintenance required including drainage, base and pavement repairs and painting/repainting of pavement markings related to Park & Ride activities.
3. The “CHURCH” shall:
- A. Allow “DEPARTMENT”, its agents or contractors to connect the parking lot irrigation system to the water supply system of the “CHURCH”, at a location to be mutually agreed upon.
  - B. Provide routine maintenance and assume the costs thereof including but not limited to, mowing, trash removal, the planting of additional trees, shrubs and landscaping not provided for in the approved plans for the project, and the watering and maintenance of all trees, shrubs and landscaping on the facility. Routine maintenance shall be subject at all times to inspection and approval by the “DEPARTMENT”.
  - C. Hereby give, grant, bargain, and release to the “DEPARTMENT”, a temporary construction easement to enter upon “CHURCH’S” lands, should that be necessary during construction of the facility. This easement is granted upon the condition that the construction and all work will be performed in such a way that existing structural improvements on “CHURCH” property will not be damaged. This easement will expire on or before one year from date of this agreement, or upon completion of construction, whichever event occurs first.
  - D. Be permitted to install overhead lighting on the parking lot, at its expense, after prior approval of plans by “DEPARTMENT”, “CHURCH” shall be solely responsible for the continuing expense of maintenance of said lighting facility.
  - E. Obtain a policy of insurance, insuring the “DEPARTMENT” against liability arising out of any personal injury, loss of life or damage to property on the facility, by reason or as a result of “CHURCH’S” occupancy, use, and operations on said land. Such coverage shall be in an amount not less than \$200,000.00 for damages suffered by one person and \$\_\_\_,000.00 for any one accident and \$100,000.00 for property damage resulting from each accident. A certificate of such insurance shall be filed with the “DEPARTMENT” and premiums for said insurance shall be paid by “CHURCH”.

4. In addition to the other undertakings and covenants contained herein, it is further agreed that “CHURCH” may, at its expense, drill and pipe in a well for its water supply, Said well shall be located at a site on the premises to be approved in writing by “DEPARTMENT” and subject to the following limiting conditions:
  - A. The use of said well shall be permitted only until a water supply is made available, or until “CHURCH” is able to obtain permits to drill a well at the site on property owned by “CHURCH”, whichever event occurs first.
  - B. Everything above to the contrary notwithstanding, the use of the well shall terminate five years from date hereof.
  - C. The water supply from said well shall comply with all standards of potability and healthfulness required by Hillsborough County.
  - D. Upon the termination of use of said well by “CHURCH”, for whatever reason, “CHURCH” shall cap the well at its own expense.
5. THIS AGREEMENT shall be effective for a period of five (5) years from date of this agreement and shall remain in effect from year to year thereafter under the same terms and conditions set forth herein until cancelled upon sixty days notice by either party. Upon the cancellation hereof, “CHURCH” shall at its expense, remove all lighting fixtures from the premises.
6. To the extent provided by law, the “DEPARTMENT” shall indemnify and hold “CHURCH” harmless from all liability, claims and judgments (including Attorney’s fees) arising out of work undertaken by the “DEPARTMENT” pursuant to this agreement or due to the negligent acts or omissions of the “DEPARTMENT”, its contractors, subcontractors, employees, agents or representatives.

It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the “CHURCH” for its own negligence or breach of contract.
7. This agreement shall not be assignable by the “CHURCH” without the written permission of the “DEPARTMENT”.

IN WITNESS THEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first above written, each copy to be deemed an original.

FLORIDA DEPARTMENT  
OF TRANSPORTATION

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

W.R. Trefz, P.E.  
Deputy Assistant Secretary  
District One

HARVEST TIME OF TAMPA

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Secretary

President