

**Skagit Transit Park and Ride Facilities
Usage Process and Procedures for
Private Transportation Providers**

WHEREAS, pursuant to RCW 47.04.290 a Public Transportation Benefit Area (“PTBA”) is encouraged to establish a process for Private Transportation Providers (“PTP”) described herein to apply for the use of park and ride facilities; and

WHEREAS, Skagit Transit has formulated and developed the following Park and Ride Facilities Usage Process and Procedures for PTPs.

1. Process and Administration of the Process.

1.1. The Park and Ride Facilities Usage Process and Procedure for Private Transportation Providers (“process”) is established pursuant to RCW 47.04.290 and approved by Resolution No. 2011- 18 of the Skagit Transit Board of Directors (“Board”).

1.2. This process and all necessary or required procedures to implement and administer this process shall be at the direction of the Executive Director (“ED”) of Skagit Transit or the ED’s designated staff person without further Board approval. The permits and application procedures, the determination of the terms and conditions for use of the Skagit Transit’s park and ride facilities and all facilities usage agreements shall be determined by and at the direction of the ED. The ED shall have full authority pursuant to this process to approve or deny a permit application; approve and execute on behalf of Skagit Transit Skagit Transit and or terminate any written agreement for the usage of Skagit Transit’s park and ride facilities as provided herein without further Board approval.

1.3. For purposes of this process PTP shall mean those regulated PTPs identified in Section 3.2 herein.

2. Permit and Application Procedure.

2.1. The use of the Skagit Transit park and ride facilities including any Skagit Transit related terminal facilities associated with and part of the particular park and ride facility by a PTP as defined herein shall only be authorized by Skagit Transit upon written application by the PTP and upon the issuance of a permit by Skagit Transit in accordance with the terms and conditions herein and applicable specific terms or conditions as shall be determine by the ED as necessary terms and conditions for the issuance of the permit.

2.2. The PTP shall first submit a permit application to Skagit Transit in the form attached hereto identifying in detail the park and ride facility in name, the extent of

the intended use, type and condition of PTP's vehicles that will access the park and ride facility, the purpose of the use, the schedule of use and other information set forth in the attached permit application. Skagit Transit may request further and additional information from the PTP all which information shall be provided by the PTP before Skagit Transit shall process the permit application. The permit shall only authorize the use of the Skagit Transit facility on the specific terms set forth herein and only in the areas identified in Exhibit A of the permit and the times identified in Exhibit B of the permit. Skagit Transit reserves at the direction of the ED or the ED's designee to modify the terms and conditions of the permit as required herein in the ED's sole discretion as may be required or necessary considering special or unique circumstances.

2.3. Skagit Transit shall have the right to revoke, terminate or modify this permit at any time, at the sole discretion of the ED, upon thirty (30) days advance written notice to the PTP or sooner and/or immediately revoke the permit if in the sole discretion of the ED the PTP's use presents an immediate public safety threat or danger. If the permit is terminated or revoked at any time prior to expiration of the permit, any land use fees shall be pro-rated as of the date of termination or revocation. However, such termination or revocation and any return of pre-paid fees to PTP shall in no way release the PTP from on-going obligations under this permit, which by their nature survive termination, including without limitation the indemnity and hold harmless provision and/or responsibility for damages caused by PTP's use under the permit. Upon the expiration or early termination of the permit, it shall be the obligation of the PTP to restore the premises to the same or better condition prior to its use, to the sole satisfaction of Skagit Transit as otherwise provided in the permit. The PTP shall be solely responsible for any damage to the park and ride facility or other Skagit Transit facilities used under the permit that can be attributed or related to the PTP's use of the lot or other facility. The PTP shall be responsible for making payment to Skagit Transit for any and all such damage within thirty (30) days of written notice by Skagit Transit.

2.4. The ED shall be authorized to accept, reject and/or process all permit applications and in their sole discretion issue such permit or permits on such terms and conditions that reasonable satisfy the purpose and direction herein, an on such terms and on such additional terms and conditions arising from or related to the PTP request for use all in the sole discretion of the ED or his or her department designee.

2.5. A flat fee of one hundred and 00/100 dollars (\$100.00) is hereby established to process a permit application to be paid upon submittal of the permit application by the PTP which fee is non-refundable whether or not the permit is approved, denied or the permit application is withdrawn. The ED is hereby authorized at any time in the future to modify, increase or decrease, the flat fee and or establish and require payment of the additional fees in conjunction with the processing and issuance of a permit by way of an amendment to this process as follows:

- a) A reasonable permit application fee that will be paid by the PTP with the submittal of a fully completed application by the PTP to Skagit Transit. The application fee shall be non-refundable; and

- b) A reasonable hourly permit processing fee in an amount representing as closely as possible the actual hourly rate or cost to Skagit Transit for the person and/or persons that are processing the application; and
- c) A reasonable rate to recover the actual costs and fair market value for the use of parking spaces to be determined and paid by the PTP to Skagit Transit.

2.6. There are three (3) Skagit Transit park and ride facilities that are subject to this process and commonly identified as the South Mount Vernon Park and Ride Facility, March Point's Park and Ride Facility and the Alger Park and Ride Facility. The location and a schematic drawing representing these park and ride facilities may be obtained from Skagit Transit. Skagit Transit has determined the Skagit Station park and ride facility is at and/or exceeds ninety percent (90%) usage capacity and therefore Skagit Transit will not accommodate PTP requested use of the Skagit Station park and ride facility pursuant to RCW 47.40.290. The park and ride facilities commonly identified as the Chuckanut Park and Ride Lot and the George Hopper Park and Ride Lot situated within the Burlington City limits are owned by the State of Washington and any requested use of these park and ride facilities should be made directly to the Washington State Department of Transportation ("WSDOT") and not Skagit Transit.

2.7. This process recognizes the difference between park and ride lots and/or park and ride facilities and the Skagit Transit bus and passenger terminal facilities including but not limited to the bus islands and passenger boarding and de-boarding areas, bus access and parking areas, transit shelters and rest areas that were constructed and installed for the use of Skagit Transit and its passengers, such facilities are not subject to this process and Skagit Transit shall not be required to make accommodations for the passenger terminal facilities and may in its sole discretion restrict, limit and/or not allow the use of the passenger terminal facilities by a PTP.

2.8. The process herein established and the ability of Skagit Transit to make reasonable accommodations for use of the park and ride facility by a PTP is subject to the Federal Transit Laws (49CFR10), FTA Master Agreements and all other FTA rules and regulations pertaining to the use of park and ride facilities with FTA grants. The process herein established is further subject to other federal, state and local laws that regulate and/or effect Skagit Transit's park and ride facilities. This process is further subject to conditions and requirements imposed as part of the WSDOT from the Regional Mobility Grant Program.

2.9. Upon receipt of a fully completed permit application together with all required information pertaining to the PTP and the requested use and acceptance of the permit application by Skagit Transit, the permit will be issued or denied by Skagit Transit within five (5) business days of acceptance of the completed application; provided,

Skagit Transit may take such additional time to process the permit application as may be reasonably required under the circumstances.

3. Terms and Conditions for Use of Skagit Transit Facilities.

3.1. Skagit Transit services and operations have priority at all times. The PTP shall take direction from Skagit Transit staff in regard to PTP's use and/or PTP's operations in and around the park and ride facility or other Skagit Transit facilities.

3.2. The PTP shall be either a regulated charter party carrier under chapter 81.70 RCW; an auto transportation company under chapter 81.68 RCW; a private, nonprofit transportation provider under 81.66 RCW; or a private employer transportation service as a service with regularly scheduled, fixed-route transportation services that are offered by an employer for the benefit of its employees and that PTP has a valid certificate as required by RCW 81.70.220; a certificate of need as defined in RCW 81.68.040; a certificate as defined under RCW 81.66.040; or such other required certificate and/or licensing which authorizes the PTP to operate as a transportation service. Prior to commencing use of the park and ride facility, the PTP shall provide Skagit Transit with a copy of all documents verifying its above representations and warranties, including but not limited to its certificate that is relevant to the use of the park and ride facility. The PTP thereafter shall notify Skagit Transit immediately if its representations and warranties including, but not limited to, its certificate(s) is/are revoked or is/are modified in any material manner whatsoever to this permit.

3.3. The PTP shall defend, indemnify and hold harmless Skagit Transit to the maximum extent possible under law. The PTP shall for itself, its successors and assigns to defend, indemnify, and hold harmless Skagit Transit, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments of any kind or character including, without limitation, costs of defense thereof for injury to persons, death, property damage and any other damage which is caused by, arises out of, or is incidental to the PTP's acts or omissions, exercise of rights and privileges granted by the permit and/or performance of the permit.

3.4. The PTP shall defend, indemnify and hold harmless the Skagit Transit from and against any and all environmental problems, damages, impacts, mitigations and any other related matters, including the cost of defense related thereto, which arise from, in connection with or incident to the acts or omissions of the PTP, its officials, employees, agents and invitees in the exercise of the PTP's performance of the permit, rights and privileges granted by the permit or the PTP's use of, or activities on, the subject park and ride facility or any adjacent Skagit Transit park and ride facility.

3.5. The PTP shall procure and maintain, for the duration of the permit, insurance or coverage against claims for injuries to persons or damages to the park and ride facility or other Skagit Transit facilities, which may arise (directly or indirectly) from

and in connection with the rights and privileges granted by the permit and/or the performance of permit requirements, acts and/or omissions of its activities hereunder by the PTP, its agents, representatives, employees, customers and/or subcontractors. By requiring such minimum insurance coverage, Skagit Transit shall not be deemed or construed to have assessed the risks that may be applicable to the PTP under the permit. The PTP shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Nothing contained within this insurance requirement shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within the permit.

For All Coverages: The cost of such insurance shall be paid by the PTP. Each insurance policy shall be written on an "Occurrence Form" and shall be in such minimum amounts and limits of insurance as shall be determined by the Skagit Transit staff from time to time to fully protect and indemnify Skagit Transit.

3.6. In all hiring or employment made possible or resulting from the use of a Skagit Transit facility by the PTP, there shall be no discrimination against any employee or applicant for employment as provided by law including but not limited to because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from the use as provided by law, including but not limited to because of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of the use and shall be grounds for cancellation, termination or suspension in whole or in part of the permit by Skagit Transit, and may result in ineligibility for further Skagit Transit permits.

3.7. The PTP's shall limit its use of the property to only those activities specified in the permit and in its application for the permit and subject to all restrictions and requirements of the permit and incorporated documents.

3.8. The PTP's use shall not be deemed or construed to be an exclusive right. It does not prohibit Skagit Transit from granting any other permits to other public or private entities, nor shall it prevent Skagit Transit from using any public place for any and all public use or affect its jurisdiction over any part of them.

3.9. The PTP may terminate the permit by sixty (60) days written notice to the Operations Manager of Skagit Transit. Upon revocation, termination, or abandonment, the

PTP shall remove, at the PTP's expense, any facilities placed on said property by the PTP, and restore the premises, at Skagit Transit's sole discretion, to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to Skagit Transit. If the PTP has not accomplished removal and restoration at the end of a ninety (90) day period following the effective date of revocation, termination, expiration, or abandonment, Skagit Transit may accomplish all of the necessary work and the PTP shall be responsible to pay all costs of such work.

3.10. In the event of damage of any kind caused by the PTP in the course of performing any work or making use of the property authorized by the permit, the PTP shall repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed.

3.11. Skagit Transit has priority use at all times of any permitted park and ride facilities and any such use subject to a permit issued by Skagit Transit shall be subject to Skagit Transit's priority of use and any scope of use and or schedule of use by the PTP as part of the permit issued by Skagit Transit may be modified, altered or cancelled by Skagit Transit at the sole discretion of Skagit Transit in case of the priority need of Skagit Transit.

3.12. To the extent that the ED or the ED's designated Operations Manager determines because of weight, type of vehicles, condition of vehicles, intended use, potential for damage or other special circumstances relating to the proposed used of a park and ride facility by a PTP, Skagit Transit may required a bond in an amount reasonably calculated to cover the PTP's cost and expense in correcting such potential damage.

4. Facilities Usage Agreement.

For purposes of this process reference to "permit" or "agreement" shall mean a Facilities Usage Permit or Facilities Usage Contract both of which refer to the same written agreement that will be entered into and fully executed by and between Skagit Transit and the PTP. The ED is authorized on behalf of Skagit Transit to approve and execute such written agreement. The written agreement may vary from time to time as to the special circumstances of the park and ride facility, the nature and extent of use by the PTP, safety and environmental issues that may exist, and other specifically identified special circumstances that may require an addition to the general terms and condition as part of the written agreement and shall be determined at the discretion of the ED or the ED's designated staff person.

4.1. The ED shall cause a Facilities Usage Agreement, interchangeably referred to as "contract" or "permit" in conjunction with the process herein approved. The permit may vary as to the special circumstances of the park and ride facility and require both the general and special conditions as shall be determined in the discretion of the ED and/or the operational or other department staff members.

4.2. The PTP shall not be allowed to access or use any of Skagit Transit's park and ride facilities except provided herein and upon entering into and executing a written

agreement with Skagit Transit that meets and satisfies the conditions and requirements herein.

5. Amendment.

This Park and Ride Facilities Usage Permit and Procedures Process for Private Transportation Providers may be amended or modified from time to time to keep and maintain Skagit Transit's priority status in the use of the park and ride facilities and to keep the park and ride facilities in a well maintained and safe condition. Any amendment or modification to the process will be at the sole discretion of the General Manager of Skagit Transit and shall not require further approval of the Skagit Transit Board of Directors.