



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO

TO: Jessie Bacon *JB*
FROM: Mark Mitchell *mm*
DATE: January 7, 2019
RE: Agenda Item for January 28, 2019 Board Meeting
TARC-Park and Ride Agreement

Attached is an agreement from the Transit Authority of River City (TARC) requesting the continued use of the parking lot at the Old Shepherdsville High School location for the park and ride bus transportation service.

Many of our local citizens utilize this valuable service on a regular basis with no interruption to the daily operations of our district.

Their Liability Insurance Certificate is attached. The agreement has been reviewed by Buckman, Farris and Mills and is acceptable as to form and legality.

I recommend the Board approve this agreement from the Transit Authority of River City (TARC) for the use of the said property for their park and ride service.

Buckman

PARK & TARC LOCATION AGREEMENT

This PARK & TARC LOCATION AGREEMENT is made and entered into as of this 1st day of January, 2019, by and between TRANSIT AUTHORITY OF RIVER CITY ("TARC") and Bullitt County Public Schools ("Property Owner").

WHEREAS, Property Owner is the owner of property located at the southwest corner of E. Joe B. Hall Avenue and Riverport Road in Shepherdsville, Kentucky, (the "Property"), and more particular depicted or described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Property Owner desires to make the Property available for use by the public as a parking location for purposes of TARC's Park & TARC program (the "Program");

NOW, THEREFORE, in consideration of the benefits each party will receive under and by virtue of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TARC and Property Owner agree as follows:

1. **Access Easement.** Property Owner hereby grants to TARC, its officers, directors, employees, customers, guests, agents, licensees, tenants, subtenants, and invitees, a non-exclusive easement, in common with others, for vehicular and pedestrian ingress and egress on or over the driveways, roadways, aisles, walkways, and sidewalks located on the Property, including the right to use all present curb cuts and driveways onto adjacent roadways.

2. **Parking Easement.** Property Owner further grants to TARC, its officers, directors, employees, customers, guests, agents, licensees, tenants, subtenants, and invitees, a non-exclusive easement, in common with others over the Property, for vehicular parking as shown on Exhibit A.

3. **Termination and Amendment.** This Agreement may be terminated at any time by either TARC or Property Owner for any reason by providing Fifteen (15) days written notice to the other party. This Agreement may be otherwise modified, limited, amended or enlarged by a declaration in writing, executed and acknowledged by each of the parties hereto.

4. **Responsibilities.**

4.1 TARC may, but is not obligated to, provide, at its sole cost and expense, signage, shelters, or other transit amenities on the Property. Upon termination of this Agreement, TARC shall be responsible for the removal of such signage, shelters, or other transit amenities it has installed. TARC shall have full control of bus operations and scheduling related to the use of the Property as part of the Program.

4.2 Property Owner agrees to allow TARC bus riders to park their vehicles on the Property without charge. Property Owner agrees and acknowledges that TARC is not responsible for the actions or inactions of its customers or other members of the public, or for the safety or security of the persons or property of such individuals, and Property Owner shall be solely responsible for conditions of

the Property. Property Owner shall maintain the Property, including all points of ingress and egress, in good and safe condition for its purposes as a parking lot.

5. **Indemnity.**

5.1 TARC will indemnify Property Owner and hold Property Owner harmless with respect to all claims, damages, actions, causes of action, loss or liability of whatever nature, including, without limitation, attorney's fees, resulting from the negligent acts or omissions of TARC, its officers, directors, or employees arising while acting within the scope of their employment.

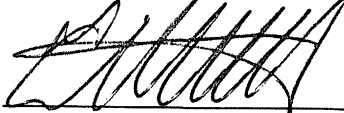
5.2 Property Owner will indemnify TARC and hold TARC harmless with respect to all claims, damages, actions, causes of action, loss or liability of whatever nature, including, without limitation, attorney's fees, relating to the condition of the Property, arising in connection with the use of the Property, or resulting from the negligent acts or omissions of Property Owner, its officers, directors, employees, customers, guests, agents, licensees, tenants, subtenants, or invitees.

6. **Severability.** If any part, term, or provision of this Agreement is held by a Court to be invalid, illegal, or in conflict with any applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and this Agreement shall be interpreted as if it did not contain the particular part, term, or provision held to be invalid, illegal, or in conflict with applicable law.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns during the Term of this Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all prior written or oral agreements between the parties with respect to its subject matter. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TRANSIT AUTHORITY OF RIVER CITY

BY: 

TITLE: Interim Executive Director

PROPERTY OWNER:

BY: _____

TITLE: _____

Louisville Area Governmental Self Insurance Trust

OMB Department
611 West Jefferson Street
Louisville, Kentucky 40202

KEVIN L. O'DONNELL
C.P.C.U., C.I.C., A.R.M.
Administrator and Executive Director

DANIEL FROCKT
Chairman

CERTIFICATE OF SELF INSURANCE

Issued to : Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

RE: Park & TARC Shepherdsville—Location Agreement

This is to certify that the **Transit Authority of River City** is a Member of the "Louisville Area Governmental Self Insurance Trust", formed pursuant to KRS 304.48 and operating under State Regulations 806 KAR 1:010, and that a Coverage Contract has been issued to such Member providing the following coverage(s) for the policy period indicated:

Coverage Contract Number:	TAR-02-18
Effective Date:	07-01-18
Expiration Date:	07-01-19
Type of Coverage(s):	<input checked="" type="checkbox"/> * Broad Form General Liability Coverage <input checked="" type="checkbox"/> * Broad Form Public Official Liability <input checked="" type="checkbox"/> * Automobile Liability <input checked="" type="checkbox"/> * Police Professional Liability <input checked="" type="checkbox"/> * Medical Professional Liability <input checked="" type="checkbox"/> * Employer's Liability <input checked="" type="checkbox"/> * Underground Storage Tank Pollution <input checked="" type="checkbox"/> * Cyber Computer Liability

* Subject to exclusions detailed in Coverage Contract

LIMIT OF LIABILITY PER OCCURRENCE -

\$5,000,000 minimum for all coverages, except U.S.T. Pollution Liability Coverage, which is \$1,000,000.

AGGREGATE LIMIT OF LIABILITY -

\$5,000,000 Lifetime - applies to U.S.T. Pollution Coverage ONLY.

SELF INSURED RETENTION PER OCCURRENCE - \$300,000 except U.S.T. Pollution Coverage which is \$25,000 and Cyber Liability which is \$150,000.

AGGREGATE SELF INSURED RETENTION - \$100,000 Lifetime - applies to U.S.T. Pollution coverage ONLY.

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the Coverage Contract listed above.

Date: 12/27/2018

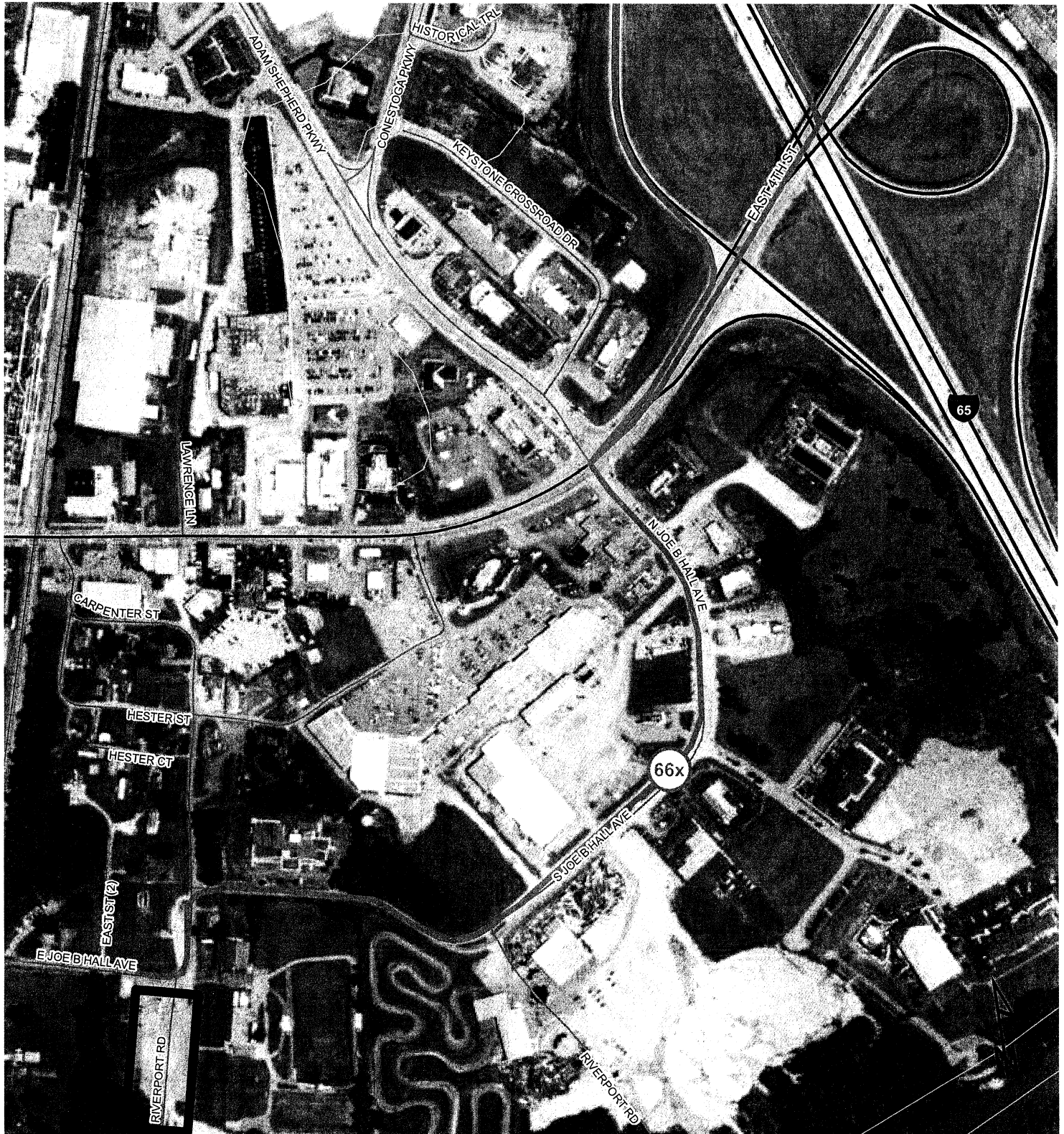
BY: Kevin L. O'Donnell by srr
Kevin L. O'Donnell, CPCU, C.I.C., A.R.M., Executive Director

TRUST BYLAWS DO NOT ALLOW INCLUDING ADDITIONAL INSURED ON MEMBERS' COVERAGES. HOWEVER, BROAD FORM CONTRACTUAL LIABILITY COVERAGE IS PROVIDED.

Park and TARC Location Agreement

Attachment A

The Property identified in the Park and TARC Location Agreement is outlined in the map, prepared November 30, 2016 by the TARC Planning Department, below.





Hasting, Tracy <tracy.hasting@bullitt.kyschools.us>

RE: Send data from MFP11840645 01/07/2019 14:57

1 message

Eric Farris <efarris@buckmanfarrislaw.com>

Mon, Jan 7, 2019 at 4:40 PM

To: "Hasting, Tracy" <tracy.hasting@bullitt.kyschools.us>

Cc: Joe Mills <jmills@buckmanfarrislaw.com>

Hi Tracy!

This is acceptable as to form and legality; okay to proceed.

Joe is taking a look at that Simplex-Grinnell document for us and will be getting back to you when it's ready to go.

Best,

Eric

Eric G. Farris**BUCKMAN FARRIS & MILLS****P 502.955.7181****C 502.821.6578****From:** Hasting, Tracy <tracy.hasting@bullitt.kyschools.us>**Sent:** Monday, January 07, 2019 3:09 PM**To:** Eric Farris <efarris@buckmanfarrislaw.com>**Subject:** Fwd: Send data from MFP11840645 01/07/2019 14:57

Good afternoon Mr. Farris,

Attached please find the TARC-Park and Ride Agreement needing your approval. I have reviewed this and compared it to last years agreement and everything matches. Upon your approval, I will request it be put on the January Board Agenda.

Thanks and have a blessed day.

----- Forwarded message -----

From: tracy.hasting <tracy.hasting@bullitt.kyschools.us>**Date:** Mon, Jan 7, 2019 at 2:53 PM**Subject:** Send data from MFP11840645 01/07/2019 14:57**To:** <tracy.hasting@bullitt.kyschools.us>, Tracy Hasting <Tracy.Hasting@bullitt.kyschools.us>

Scanned from MFP11840645
User Name: .
Date:01/07/2019 14:57
Pages:6
Resolution:400x400 DPI

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Tracy Hasting

Maintenance Secretary

Tracy.Hasting@bullitt.kyschools.us

502-869-8022 fax 502-543-2106

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