

**Washington Metropolitan Area Transportation Authority
Board Action/Information Summary**

<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information	MEAD Number: 99841	Resolution: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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PURPOSE:

To obtain Board approval of a Parking Agreement, including indemnification provisions, with Crystal City Hospitality Corp. for the use of 125 parking spaces in the Crystal City Hospitality Corp. (Holiday Inn) Parking Garage.

DESCRIPTION:

The Office of Bus Service has identified a continuing requirement to lease 125 parking spaces for employee parking for the Four Mile Run Bus facility for three years with month-to-month extensions. Neighborhood parking restrictions and displacement of employee parking necessitated this request. Pursuant to the Office of Bus Service request, the Office of Station Area Planning and Asset Management located available space at the Holiday Inn Parking Garage, close to the Four Mile Run Bus facility.

Crystal City Hospitality Corp., owner of the garage, is willing to continue leasing 125 parking spaces to WMATA, subject to the parties entering into a Parking Agreement which has indemnification provisions which require Board approval.

The indemnification language in the Parking Agreement is as follows:

- 1) WMATA will defend, indemnify Landlord and save it harmless from and against any and all claims, actions, suits, fines, penalties, damages, liability and expense, including attorney fees, in connection with loss of life, personal injury and/or damage to property and/or vehicles arising from or out of the occupancy or use by WMATA of the leased Premises or any part thereof or any other part of the Landlord's property, or occasioned wholly or in part by any act or omission of WMATA, its agents, invitees, contractors, or employees, or which may be imposed upon, incurred by, or served against Landlord by reason of:
 - a) any work or thing done by or on behalf of WMATA, or any of its agents, invitees, contractors, subcontractors, servants, employees, licensees or invitees, in or about the Premises or any parts thereof;
 - b) any use, occupation, condition, or operation by WMATA, or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees, in or

about the Premises or any part thereof, or any passageway or space adjacent thereto, or elsewhere in the Premises;

- c) any act or omission on the part of WMATA, or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees;
 - d) any occurrence, accident, injury (including death), or damage, directly or indirectly caused by WMATA or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees to any person or property carried in, or about the Premises or any part thereof, or in or about the Premises;
 - e) any lien arising as a result of any of WMATA's actions or omissions with respect to its activities on or with respect to the Premises; and
 - f) failure of WMATA to vacate the Premises as required under this Lease Agreement.
- 2) This indemnity shall extend to any include the cost and expenses, including reasonable attorney fees, incurred by Landlord in enforcing this indemnity. WMATA agrees to maintain at its own expense public liability insurance with respect to the Premises with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) on account of bodily injuries or death of one person, One Million Dollars (\$1,000,000.00) on account of bodily injuries or death of more than one person as a result of any one accident or disaster, and One Hundred Thousand Dollars (\$100,000.00) on account of property damage; and WMATA will further deposit the policy of such insurance or certificates thereof with Landlord not less than 5 days prior to the commencement of the term of this Lease, with contractual indemnity coverage with respect to WMATA's indemnity obligations under this Lease, and which names Landlord as an additional insured with respect to claims arising out of WMATA's activities in the Premises.
- 3) WMATA will provide a letter of self-insurance which sets forth the amounts and extent of WMATA's self-insurance to satisfy the insurance requirements as set forth in the Lease.

FUNDING IMPACT:

	FY08	FY09	FY10	Total
Budget:	\$90,000	\$90,000	\$67,500	\$247,500
This Action:	\$90,000	\$90,000	\$67,500	\$247,500
Prior Approval:	0	0	0	0
Remaining Budget:	0	0	0	0

Remarks: Payments under this Lease beyond FY08 are subject to Board appropriation of funds.

There is no immediate financial impact associated with the proposed indemnification action. Indemnification of the landlord as described above could, however, result in a potential financial exposure which cannot be quantified at this time. WMATA is self-insured up to \$5 million per occurrence with excess liability coverage beyond that.

RECOMMENDATION:

That the Board approves the Parking Agreement, including indemnification provisions, with Crystal City Hospitality Corp. to lease 125 parking spaces in the Crystal City Hospitality Corp. (Holiday Inn) Parking Garage for use by Four Mile Run Bus facility employees.