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MILITARY RAIL AGREEMENT

ENTERED INTO BY THE
MILITARY TRAFFIC MANAGEMENT COMMAND
ON BEHALF OF THE
DEPARTMENT OF DEFENSE
AND AMTRAK

December 1, 1991

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Military Rail Agreement

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with

AMTRAK

The undersigned, an officer of the NATIONAL RAILROAD PASSENGER CORPORATION (hereinafter referred to as "AMTRAK"), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia and having its principal office and place of business in Washington, DC, agrees to the terms and conditions of this Agreement as the basis for the transportation of passengers in scheduled or charter rail service for the Department of Defense.

This agreement is made with the understanding that the Department of Defense is under no obligation to assign any traffic to AMTRAK. It will be effective on the date signed by the Director of Passenger Traffic and will remain in effect until terminated in writing by either party.

Robert E. Gall
Vice President-Passenger Marketing
(Typed Name and Title of
AMTRAK Official)

Signature on File
(Signature)

February 24, 1992
(Date)

This agreement is entered into by the Military Traffic Management Command, for and on behalf of the Department of Defense.

K. DAVID CLONTS, COLONEL, U.S. **AIR FORCE**
-Director of Passenger Traffic
Military Traffic Management Command

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^A
25 FEB 92
(Date)

-PART I - DEFINITIONS

Abbreviations:

AMTRAK - see NRPC

DOD - Department of Defense

DTMR - Defense Traffic Management Regulation

GBL - Government Bill of Lading

GTR - Government Transportation Request (SF1169)

GTS - Diner's Club Government Travel System

MAIN - Military Authorization Identification Number

MTMC - Military Traffic Management Command

NRPC - National Railroad Passenger Corporation

1-2 Department of Defense (DOD) - The Departments of Air Force, Army, Navy, the United States Marine Corps, the National Guard Bureau, the other offices and agencies in the Department of Defense, and the United States Coast Guard.

1-3 DOD Traffic - Passengers (including military and civilian), baggage, military impedimenta, and the remains of deceased personnel, which are transported on authority of GTRs, GTS, and GBLs issued by any of the Military Agencies, the cost of which transportation is payable from appropriations available to the Military Agencies for expenditure (regardless of the fact that the cost of such transportation may be charged back to the passengers for administrative reasons in certain instances) or for which Military Agencies will be reimbursed.

1-4 Exclusive occupancy - One or more cars positioned exclusively for the DOD in regular trains, or specially assembled trains operated solely for the use of DOD-sponsored personnel performing official travel. Charges are, computed on a per capita basis. rather than a per car or per train basis.

1-5 Defense Traffic Management Regulation (DTMR),- Joint traffic management regulation of the Military Agencies (AR 55-355, NAVSUPINST 4600-70, AFM 75-2, MCO P4600.14A, 4500.3).

1-6 Standards of Service Check - Inspection of equipment conducted by DOD personnel to ensure compliance with standards of service as set forth in the DTMR.

1-7 Surveillance Check - MTMC or local transportation office personnel accompanying a DOD group utilizing regular or special service to observe carrier performance.

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PART II - GENERAL CONDITIONS

ii-I Effective Period of Agreement - This agreement shall remain in effect until terminated in writing by either party with not less than sixty (60) days prior notice. During the 60 day period, AMTRAK and the government shall both fulfill any and all previously made obligations and commitments.

11-2 Revisions of Agreement - Revisions of this Agreement shall be presented in writing for comment at least thirty (30) days prior to the proposed effective date. Revisions will be incorporated as a change to the Agreement as soon as practicable.

11-3 No Obligation to **Assign Traffic** - **This agreement** is made with the understanding that the DOD is under no obligation to assign any traffic to AMTRAK, nor is AMTRAK obligated to respond to any request for service..

11-4 Standards of Service - AMTRAK will comply with the Standards of Service contained in Chapter 49 of the DTMR.

11-5 Standards of Service/Surveillance Checks - Standards of Service checks on special trains or exclusive use equipment or en route surveillance on regular service may be performed by MTMC personnel or persons designated by MTMC on any DOD-sponsored movement.

11-6 Tickets, Unused or Lost - AMTRAK will not impose any service charge or require any bond of indemnity pertaining to applications for refunds made by the DOD for unused or lost tickets involving official military traffic purchased with a GTR (SF1169), Diner's Club Government Travel System (GTS) account, or GSA contractor issued travel charge card (3889). Tickets purchased for personal use (i.e. furlough fares) will be -refunded in accordance with existing AMTRAK policies and tariffs.

11-7 Drug Free Workplace Act of 1988 - AMTRAK must comply with the provisions of the Drug Free Workplace Act of 1988 (see Attachment 1)

PART III - REGULAR SERVICE

AMTRAK's Regular Military Discount shall be not less than 25 percent of the applicable passenger fare, exclusive of accommodation charges, for the class of service selected for DOD traffic when service is procured by GTR issued by the DOD, Diner's Club Government Travel System (GTS) account, or GSA contractor issued travel charge card (3889), unless other more favorable discounted fares have been offered by AMTRAK to the general public. DOD traffic will be afforded all of the facilities and amenities available to the general traveling public. When performing transportation in regular service, AMTRAK will take the necessary steps to ensure each DOD traveler is assigned an individual accommodation for the entire length of the journey.

PART IV - EXCLUSIVE OCCUPANCY RESERVATIONS

The charge for Exclusive Occupancy service will be based upon the number of accommodations requested and blocked, rather than on the actual number of passengers carried. The number of accommodations blocked will constitute the minimum number for which charges will be determined, and may be changed until seventy-two (72) hours before scheduled train departure time from point of train origin for coach travel and sleeper service. Overages at the time of travel will be accommodated on a space-available basis at the per capita fare for the Exclusive Occupancy group. All of the amenities normally associated with scheduled service, and available on the train to the general traveling public, will be available for DOD Exclusive Occupancy passengers.

PART V - EXCLUSIVE OCCUPANCY EQUIPMENT

AMTRAK will position exclusive occupancy cars or trains at passenger entrapment points in ample time to ensure loading and departure as scheduled. In the event AMTRAK fails to meet this requirement, AMTRAK acknowledges the right of the DOD to cancel the movement with no monetary obligation on the part of the DOD for any costs AMTRAK may incur preparing for the move. If DOD changes in requirements are made known to AMTRAK less than seventy-two (72) hours prior to departure time from train point of origin of a train with exclusive occupancy equipment, the DOD will be obligated to reimburse AMTRAK for expenses which may be incurred due to schedule change or cancellation of equipment.

PART VI - MOVEMENT OF PRISONERS

Transportation of prisoners will be in sleeper accommodations, in accordance with current AMTRAK regulations.

PART VII - **TRANSPORTATION OF HUMAN REMAINS**

VII-1 computation of Charges - Charges for the movement of each human remains shall be those charges stated in the current AMTRAK Express Tariff. Charges for each escort shall be those charges stated in the current AMTRAK Passenger tariff for applicable service used.

VII-2 Method of Payment - A Government Transportation Request (GTR) will be used for payment of transportation. Separate GTRs will be issued for each remains and/or escort(s).

VII-3 Special Handling - AMTRAK will exert every effort to motivate its personnel to assume a dignified and respectful attitude in the performance of duties involved with the transportation of remains, and will indoctrinate personnel to carefully refrain from referring to remains as "cargo." Transfer cases containing remains will be loaded so the head is higher than the feet, and pointing toward the front of the baggage/express car. Cargo will not be loaded on top of human remains transfer cases. Loading and offloading of human remains transfer cases will be accomplished separately from the handling of cargo. Transfer cases will not be permitted to stay outside shelter any longer than necessary during transfer and loading/unloading. During storage while awaiting onward transportation, transfer cases will be protected from the weather in a secure area, and whenever possible will be placed in a dignified, private place separate from baggage and cargo areas.

VII-4 Human Remains Accompanied by Escort - When possible, AMTRAK will permit military escort(s) to be in attendance during loading/offloading operations. AMTRAK will take necessary steps to ensure escort(s) and remains travel on the same train from origin to destination.

PART VIII - **DELAYS IN TRANSPORTATION**

VIII-1 Notification Procedures - In the event of an accident, equipment failure, or incident which causes delay in a movement of DOD-sponsored Exclusive Occupancy passengers or DOD exclusive use equipment of four (4) hours or more, AMTRAK will immediately notify the HQ MTMC office identified in PART XI and the Transportation Office at destination.

VIII-2 Substitute Service - If onward rail **transportation** cannot be provided within four (4) hours, AMTRAK will arrange for onward movement in coordination with MTMC. AMTRAK will bear the cost of substitute transportation as agreed to by MTMC. If the use of substitute service results in an overall cost less than that originally agreed to by MTMC for the entire movement, AMTRAK will reduce its bill to the government accordingly.

VIII-3 Responsibility for Added Costs - When added costs, such as bus waiting time charges or cancellation or rescheduling charges are incurred in connection with schedule deviations, AMTRAK will be financially liable for all such costs except in those instance where interruptions are due to any military passenger interrupting transportation available from AMTRAK or where AMTRAK is unable to perform the assigned military movement, as awarded, due to the laws, regulations, acts, demands, orders or **interpositions of any government or any** subdivision or agent thereof or by acts of God, strikes, fire, flood, weather, war acts of rebellion, insurrection or terrorism, or any other cause beyond AMTRAK's control, whether similar or dissimilar to the foregoing.

VIII-4 Meals and Lodging - Meals and lodging in excess of those which would have been received by the DOD-sponsored passengers, had the delay not occurred, will be provided by AMTRAK at its expense. Meals will be served in railroad dining cars, or in restaurants approved by Federal or State health authorities. Meals will be commensurate with the standards prescribed in the DTMR. Overnight lodging necessitated by the interruption in excess of that required for the originally scheduled travel will be in railroad sleeping cars or in or motels of good reputation and quality.

VIII-5 Meals Missed at Final Destination - A delay on AMTRAK's leg of a journey which causes the traveler to arrive at final destination with less than half of a meal period remaining shall constitute a missed meal at final destination. When this occurs, AMTRAK will arrange for a meal to be served at no expense to the traveler or DOD, providing the meal will not cause a delay in departure of supplemental transportation.

PART IX - FAILURE TO PERFORM SERVICE

If AMTRAK fails, due to matters under its control, to perform according to the terms and conditions of its offer of service, AMTRAK agrees to furnish alternate service acceptable to the DOD. If alternate service cannot be furnished, and the DOD must make other arrangements for alternate transportation, AMTRAK will reimburse the DOD for any cost incurred in excess of the amount originally agreed upon. AMTRAK will require, in the later event, a detailed list of payments made by the DOD.

PART X - BAGGAGE AND MILITARY IMPEDIMENTA

X-1 Regular Service - Current AMTRAK tariffs governing passenger baggage service apply to the transportation of baggage and military impedimenta.

X-2 Exclusive occupancy and Special Equipment/Trains - Baggage and military impedimenta, as agreed to in advance, will be transported at no additional cost above that contained in AMTRAK's offer of service. Baggage cars on special trains will be billed at the prevailing AMTRAK rate.

X-1~ Supervisory Responsibility - AMTRAK personnel will supervise and load baggage and military impedimenta in either baggage cars or in appropriate space in passenger cars. AMTRAK personnel will ensure that loading will not endanger the safety of passenger, cause damage to baggage or military impedimenta, or to AMTRAK equipment.

PART XI - ACCIDENT REPORTING

XI-2 Accident Information - AMTRAK will furnish information, as soon as it becomes available, to MTMC concerning any train accident in which any member of a DOD-sponsored group movement is involved. The following information will be provided:

- (a) Date, time and place of accident
- (b) Number of DOD passengers on board, by military service
- (c) Number and location of injured passengers, by military service
- (d) Number and disposition of deceased passengers, and fatalities, by military service
- (e) Last point of departure and point of intended destination
- (f) Condition of baggage and impedimenta
- (g) Arrangements to accommodate uninjured passengers
- (h) Copy of accident report from the appropriate law enforcement agency (when available)

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Communication with MTMC

(a) Contact by Telephone:

1. Normal duty hours are 8 a.m. to 4:30 p.m., Eastern Time, Monday through Friday. During these hours, questions concerning this agreement should be made to (703) 756-1590, and operations problems should be addressed to **(703-756-1160)**.

2. During non-duty hours, call **the Staff Duty Officer** at (703) 756-1125.

(b) Contact by Mail. Write to:

HQ MTMC Attn: NTPT-SN 5611 Columbia Pike Falls Church, VA 22041-5050

(c) Contact by Telecopler. Information should be faxed to MTPT-SN at (703) 756-7741.

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Robert E. Gall hereby certifies and agrees that with respect to all employees of AMTRAK who are employed under services provided to the military Traffic Management Command (MTMC), it will:

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions;

(2) Establish a drug-free awareness program to inform such employees about:

- (a) the dangers of drug abuse in the workplace;
- (b) the contractor's policy of maintaining a drug-free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement described in paragraph (1) above;

(4) Notify such employees in such statement that as a condition of continued employment on MTMC contracts that the employees will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the Military Traffic Management Command within ten days after receiving notice under paragraph (4) (b) above from an employee or otherwise receiving actual notice of such conviction; and

ATTACHMENT 1-1

(6) Within 30 days after receiving notice under paragraph (4) above of a **conviction, impose** the following sanctions or remedial action for violations occurring in the workplace:

- (a) take appropriate personnel action against such employee, up to and including termination; or
- (b) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6) above.

signature

Robert E. Gall

Typed Name of AMTRAK official

Vice President-Passenger Marketin

Title

February 24, 1992

Date

& **Sales**

ATTACHMENT 1-2