

**AGREEMENT FOR RAIL SERVICE FOR THE TRAIN TO TREK  
BETWEEN  
THE METROPOLITAN PARK DISTRICT OF TACOMA  
AND  
THE TACOMA RAIL**

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the Metropolitan Park District of Tacoma, a municipal corporation ("Metro Parks") and the City of Tacoma's Tacoma Rail Department ("Tacoma Rail"), hereby this 18<sup>th</sup> day of July, 2008 enter into this Interlocal Agreement for Rail Service for the Train to Trek excursion train (hereinafter called the "Agreement").

**OBJECTIVE OF ACTION:** the purpose of this Agreement is to provide a unique program opportunity combining a train experience with a visit to Northwest Trek Wildlife Park.

**KEY FEATURES:**

- The Train to Trek is a full day excursion offered by Tacoma Rail and Northwest Trek. Tacoma Rail views it as the means to demonstrate the broader feasibility of the 'Train to the Mountain'; while for Trek it affords a unique marketing opportunity to keep the 'Trek experience' top of mind for summer visitors.
- The excursion itself will be a very special experience that will attract customers from Trek's regional market as well as out-of-town visitors.
- The trip will depart the Tacoma Rail siding near Freighthouse Square at approximately 9:00 a.m. and travel through the city and county and along the shoreline of scenic Lake Kapowsin. Trek naturalists and Tacoma Rail staff will be augmented with local historians and train buffs who will provide narration along the route.
- Tacoma Rail's business car will be programmed by Trek staff to provide a unique experience for our younger passengers and their families.
- Upon arrival at the Eatonville siding, passengers will board school busses for the short trip to Trek. While at Trek, our guests will have over three hours to have lunch, walk the core area and enjoy a tram tour before boarding the bus back to the train. The train will arrive in Tacoma at approximately 5:30 p.m.

**TERM OF AGREEMENT:** This agreement is for the period of June 1, 2008 to December 31, 2008 with an option to renew annually based on the mutual agreement of the parties. Metro Parks Tacoma shall pay Tacoma Rail for its services specified herein, pursuant to provisions set forth in this agreement.

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## **RESPONSIBILITIES**

**Under this service agreement Tacoma Rail will provide the following services to Metro Parks Tacoma:**

### **Tacoma Rail Responsibility:**

1. Provide three circa 1950's vintage rail cars and business car; with a minimum capacity of 100 passengers and a maximum capacity of 278 passengers.
2. The train service will occur on four (4) dates as provided in the train schedule attached hereto as Exhibit "A" and incorporated herein. Additions, and/or modifications to the train schedule may be made upon mutual agreement of the parties administratively. Tacoma Rail makes no guarantee as to the acceptability of any additions or modifications to the train schedule, and Tacoma Rail reserves the right to deny any request therefore without any liability or obligation.
3. On applicable train service dates, the train service will depart Freight House Square at approximately 9:00 a.m.; arrive Eatonville Junction at approximately 10:45 a.m.; depart Eatonville Junction at approximately 3:30 p.m.; arrive Freight House Square at approximately 5:30 p.m.
4. Assume all risk and liability for passengers and their personal property while on the train and passenger boarding and de-boarding, which includes **identification** and placement of boarding and deboarding locations, adoption and utilization of appropriate procedures and equipment for boarding and deboarding, and compliance with Tacoma Rail's Emergency Plan. Notwithstanding the foregoing, Tacoma Rail shall not be liable for the acts, errors, or omissions, of MetroParks employees or volunteers, or any liability arising from MetroParks' programming of the rail cars.
5. Provide operable restrooms on board, serviced as needed, restocked and cleaned at a minimum of one time during the round-trip excursion, if needed, as determined in the sole discretion of Tacoma Rail.
6. Provide the appropriate boarding and deboarding procedures and equipment as determined and implemented by Tacoma Rail to comply with all applicable laws and requirements.
7. Wheelchair access to the train will not be provided until such time as Metro Parks makes arrangements for equipment to unload and load wheelchairs at Eatonville Junction. At that time, Tacoma Rail will provide a wheelchair ramp at Freight House Square allowing loading and unloading of wheelchairs no wider than 31 inches.

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8. Provide an on-board fully functional AED unit.
9. Provide all track maintenance, dispatching of trains, traffic control and signal maintenance.
10. Provide a 10x10 tent, small table & two folding chairs and placement of a banner at Freighthouse siding.
11. Provide train-wide PA system and video capabilities in the Business Car for connection of a Metro Parks Tacoma video player.
12. Eatonville siding gravel walkways will be safety checked prior to each run.

**Under this service agreement Metro Parks Tacoma will provide the following services for the Train to Trek excursion train:**

**Metro Parks Tacoma Responsibility:**

1. Paying Tacoma Rail a total of Two Thousand Dollars and No Cents (\$2,000.00) for each round trip excursion, to be used exclusively for rail services for Train to Trek. The cost of this service shall neither increase nor decrease based on the number of passengers or rail cars used. Metro Parks agrees to provide payment within thirty (30) days of Tacoma Rail's submittal of invoices.
2. Provide advance ticket sales utilizing the Gateway Ticketing System at Northwest Trek Wildlife Park.
3. Metro Parks reserves the right to cancel any scheduled excursion due to insufficient ticket sales or lack of interest without penalty provided that Metro Parks provides Tacoma Rail with five (5) business days prior written notice of cancellation. Insufficient ticket sales shall include any trip where less than 100 confirmed passengers have purchased non-refundable tickets.
4. Based on number of confirmed passengers provide a minimum of two (2), maximum of four (4) Northwest Trek staff members for programming and customer service.
5. Round trip ground transportation between Eatonville Junction and Northwest Trek Wildlife Park. Metro Parks assumes all risk and liability for passengers and their personal property while being transported to and from Northwest Trek Wildlife Park, as well as while the passengers are at, in, or around the park and/or not boarding, de-boarding, or on the train.
6. Admission to Northwest Trek Wildlife Park and all related services.

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7. A 10% discount in the Northwest Trek Gift Shop
8. Provide an optional lunch package at a cost of \$9.00.
9. Provide coordinated Marketing Services and advertising.

### **General Provisions**

1. It is not the intention of the parties, nor shall this Agreement be interpreted, to create a joint venture, partnership or separate legal entity for the performance of this Agreement. Metro Parks shall have no obligation to any party providing labor, services, equipment or materials used in the operation or maintenance of Tacoma Rail equipment or services.
2. This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all parties.
3. Tacoma Rail shall, prior to commencing work under this Agreement, provide to Metro Parks a letter certifying that the City of Tacoma is an individually self-insured municipality under Washington law (RCW 48.62.031). The City maintains a dedicated self-insurance fund and stands ready to satisfy any claims for which it is legally liable.
4. Tacoma Rail agrees to indemnify and hold harmless Metro Parks, its officials, officers, agents employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the performance, act , and/or omissions by Tacoma Rail, its employees, agents, or representatives relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, Tacoma Rail shall pay any judgment or lien arising there from, including any and all costs as part thereof. The indemnification obligations contained in this Section shall not be limited by any worker's compensation, benefit or disability laws, and the indemnifying party hereby waives any immunity that said indemnifying party may have under the Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit or disability laws.
5. Metro Parks agrees to indemnify and hold harmless Tacoma Rail, its officials, officers, agents employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the performance, act , and/or omissions by Metro Parks, its employees, agents, or representatives relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned

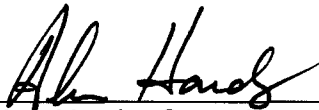
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circumstances, Metro Parks shall pay any judgment or lien arising there from, including any and all costs as part thereof. The indemnification obligations contained in this Section shall not be limited by any worker's compensation, benefit or disability laws, and the indemnifying party hereby waives any immunity that said indemnifying party may have under the Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit or disability laws.

6. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080.
7. Interpretation, Venue and Dispute Resolution. Washington law will govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract. In the event of a dispute pertaining to this Agreement, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies.
8. Unenforceable Clauses. If one or more clauses of this Agreement are found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

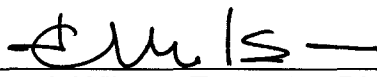
**This Agreement shall be effective as of the date set forth above.**

Accepted for the Tacoma Rail:

  
\_\_\_\_\_  
Alan Hardy, Superintendent

July 9, 2008  
Date

Accepted for the Metropolitan Park  
District of Tacoma:

  
\_\_\_\_\_  
Jack Wilson, Executive Director

7.18.08  
Date

Approved:

  
\_\_\_\_\_  
Finance Director or Designee

Approved as to Form and Legality:

  
\_\_\_\_\_  
Assistant City Attorney

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**Exhibit "A"**

Train Schedule  
July 12, 2008  
August 9, 2008  
September 27, 2008  
October 11, 2008

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# RESOLUTION NO. 37521

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A RESOLUTION relating to railway services; authorizing the City to enter into an interlocal agreement with the Metropolitan Park District of Tacoma to operate four trial cooperative train excursions to Northwest Trek on the Tacoma Rail Mountain Division line.

WHEREAS the City desires to enter into an interlocal agreement with the Metropolitan Park District of Tacoma to operate four project trial revenue excursions to Northwest Trek on the Tacoma Rail Mountain Division line, beginning July 12, 2008; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an interlocal agreement with the Metropolitan Park District of Tacoma to operate four trial cooperative train excursions to Northwest Trek on the Tacoma Rail Mountain Division line, said document to be substantially in the form of the proposed interlocal agreement on file in the office of the City Clerk.

**JUL 1 2008**


Adopted \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

