



Board Document

OVERVIEW			
PRESENTATION NAME	APPROVAL TO INDEMNIFY AMTRAK IN TEMPORARY PERMIT TO ENTER UPON PROPERTY	DOCUMENT NO.	300066
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Service excellence; Regional opportunity and partnership;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Impastato, Theresa M.;		
ORGANIZATION	Infrastructure		
DOCUMENT INITIATOR	Milan Perazich		
OTHER INFORMATION			
COMMITTEE	Board Meeting (Consent)	COMMITTEE DATE	9/25/2025
PURPOSE/KEY HIGHLIGHTS	<p>Metro is in need for Amtrak to provide right-of-way access and flag personnel at Union Station interlocking.</p> <p>Amtrak does not negotiate their Permission to Enter (PTE) Agreements.</p> <p>Seeking Board’s approval to indemnify Amtrak to permit WMATA access to Amtrak’s Union Station interlocking.</p>		
DISCUSSION	If the agreement is not finalized by September 2025, WMATA will be unable to proceed with critical switch timber replacement on		



Board Document

	October 18 and 19, 2025. Deferred maintenance could lead to degraded performance and increased risk of service impacts, including speed restrictions or other operational limitations.
INTERESTED PARTIES	Amtrak
RECOMMENDATION/NEXT STEPS	The Board is requested to approve indemnification of Amtrak to allow WMATA access to the Union Station interlocking under Amtrak's PTE agreement.
FUNDING IMPACT	This work is included in the Fiscal Year 2026 Infrastructure Maintenance Program.

PRESENTED AND ADOPTED: September 25, 2025

SUBJECT: APPROVAL TO INDEMNIFY AMTRAK IN TEMPORARY PERMIT TO ENTER UPON AMTRAK PROPERTY

2025-28

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, Resolution 2011-30, requires the Board of Directors to approve any non-procurement agreement requiring WMATA to indemnify the counterparty; and

WHEREAS, WMATA performs switch timber replacement at the Union Station interlocking that requires access to Amtrak property; and

WHEREAS, the Amtrak Temporary Permit to Enter Upon Amtrak Property requires WMATA to indemnify Amtrak;

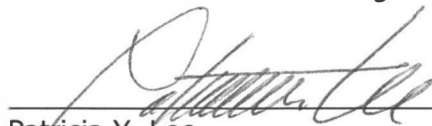
WHEREAS, the use of Amtrak services to protect WMATA employees performing work adjacent to and within Amtrak's property is anticipated to continue into the future on a yearly basis;

NOW, THEREFORE, be it

RESOLVED, That the Board of Directors authorizes the General Manager and Chief Executive Officer or his designee to include an indemnity in favor of Amtrak as required by the Temporary Permit to Enter Upon Amtrak Property to perform work, now and in the future; and be it finally

RESOLVED, That to provide for timely inspection and maintenance work, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
15.2.1 Grants of indemnification

Motioned by Ms. Santos, seconded by Mr. Smedberg
Ayes: 6- Ms. Santos, Mr. Smedberg, Mr. McAndrew, Dr. Hadden Loh, Mr. Alcorn and Ms. Jarvis

Attachment A

6. INDEMNIFICATION.

As used in this Section, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, successors, assigns and subsidiaries.

Permittee hereby releases and agrees to defend, indemnify and hold harmless Railroad, as well as its officers, directors, employees, agents, successors, assigns and subsidiaries (collectively the "Indemnified Parties"), irrespective of negligence or fault on the part of the Indemnified Parties, from and against any and all losses and liabilities, penalties, fines, demands, claims, causes of action, suits, and costs (including cost of defense and attorneys' fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of either or both of the following:

- i. injury, death, or disease of any person, and/or
- ii. damage (including environmental contamination) to or loss of any property, including property of Railroad, arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Railroad and/or Permittee in connection with this Temporary Permit.

The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee and shall survive the termination or expiration of this Temporary Permit for any reason.