

**WMATA FISCAL YEAR 2020  
CAPITAL FUNDING AGREEMENT**

**Among**

**The State of Maryland;**

**The District of Columbia;**

**Arlington County, Virginia;**

**Fairfax County, Virginia;**

**The City of Alexandria, Virginia;**

**The City of Fairfax, Virginia;**

**The City of Falls Church, Virginia;**

**And**

**The Washington Metropolitan Area Transit Authority**

**Effective Date: \_\_\_\_\_**

**WMATA FISCAL YEAR 2020  
CAPITAL FUNDING AGREEMENT**

THIS WMATA FISCAL YEAR 2020 CAPITAL FUNDING AGREEMENT (2020 CFA) is made and entered into as of the last day signed by all of the Parties (Effective Date), by and among **the Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **the State of Maryland, acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia (Contributing Jurisdictions and, collectively with WMATA, the Parties):**

**RECITALS**

1. The Parties to this 2020 CFA desire to adopt the terms and conditions, as modified herein, of that Capital Funding Agreement entered into by the Parties as of July 1, 2010 as amended and as extended to continue through WMATA Fiscal Year 2019 (2010 CFA).
2. The Parties to this 2020 CFA desire to continue the funding and work of WMATA on the same terms and conditions, as modified herein, in place under the 2010 CFA as amended by the First, Second, and Third Amendments to the 2010 CFA for WMATA's Fiscal Year 2020 (the Term).
3. The Parties will continue to negotiate in good faith toward a longer-term capital funding agreement during the Term of this 2020 CFA.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, and with the intent to be bound, the Parties hereby agree as follows:

**SEC. 1 DEFINITIONS**

Unless defined otherwise in this 2020 CFA all terms used herein shall have the same meaning as is found in the 2010 CFA.

- A. “Capital Program” means an on-going effort associated with maintaining a capital asset or assets in a state of good repair. Examples include, but are not limited to, rail tie and running rail replacements, and the bus rolling stock replacement and rehabilitation programs.
- B. “Capital Project” means any capital eligible expenditure taken over a period of time with a defined start and end date to build, replace, acquire, or repair a capital asset. Capital Projects are distinct from Capital Programs in that they do not recur on an annual basis. Examples include but are not limited to railcar purchases; bus facility construction or reconstruction.
- C. “Dedicated Funding Debt” means that debt that may be authorized by the Board of Directors as backed by a pledge of those funds committed to WMATA pursuant to the following legislative enactments: (a) from the District of Columbia under D.C. Official Code § 1-325.401 or any successor statute, as the same may be amended from time to time; (b) from the State of Maryland under Md. Transportation Code Ann. § 10-205(g) or any successor statute, as the same may be amended from time to time; and (c) from the Commonwealth of Virginia under the Va. Code §33.2-3401.B or any successor statute, as the same may be amended from time to time. Dedicated Funding shall also include funds paid by any of the District of Columbia, the State of Maryland, the Commonwealth of

Virginia or any other authorized person or entity in-lieu-of such amounts (“Dedicated Funding”).

- D. “Jurisdictional Capital Contribution Debt” means that debt issued by WMATA pursuant to the applicable CFA, which is backed by a pledge of gross revenues and used to fund Allocated Contributions of the Contributing Jurisdictions.

## **SEC. 2 ADOPTION OF TERMS AND CONDITIONS AND LONG-TERM DEBT**

- A. **Adoption of Terms and Conditions.** The Parties agree to incorporate the 2010 CFA by reference as if fully stated herein so as to apply those terms and conditions to the actions of the Parties for WMATA’s Fiscal Year 2020, from the Effective Date of this 2020 CFA through June 30, 2020.
- B. **Long Term Debt Obligations.** No Jurisdictional Capital Contribution Long-Term Debt is authorized for issuance in FY2020 at this time and specifically for the District of Columbia the authorized and anticipated amount of Jurisdictional Capital Contribution Long-Term Debt to be issued in FY2020 is \$0.00. In the event that WMATA or one or more Contributing Jurisdictions identifies a need to issue Jurisdictional Capital Contribution Debt during FY2020, the Parties shall follow the processes established for such issuance in the 2010 CFA.
- C. **Acknowledgement Of Dedicated Funding Debt.** The Parties acknowledge and agree that WMATA may issue Dedicated Funding Debt without additional approvals being required from the Contributing Jurisdictions. Dedicated Funding Debt issuance shall be approved in advance by the Board of Directors and be made in compliance with any agreement between WMATA and any of the Commonwealth of Virginia, the State of Maryland, and

the District of Columbia related to the provision and use of Dedicated Funding, prior to the issuance of Dedicated Funding Debt.

### **SEC. 3 CAPITAL IMPROVEMENT PROGRAM**

- A. As is contemplated by the 2010 CFA, the WMATA Board of Directors adopted a new Fiscal Year 2020 Capital Budget in March 2019. It is the intent of the Parties to incorporate the jurisdictional funding commitments of the FY2020 Capital Budget as adopted by the Board exclusive of funds to be used to repay the debt service on previously issued bonds, Dedicated Funding, Jurisdictional Reimbursable Projects, or PRIIA, as shown in Attachment A, which contains the FY2020 Capital Budget Financial Plan.
- B. The District of Columbia's Allocated Contribution to the FY2020 Capital Budget shall not exceed \$92,700,000 and this amount shall be added to the amounts contained in Section 4(b)(1)(C)(i) of the CFA and the First, Second, and Third Amendments to the CFA to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed \$733,449,000 to be paid from the District of Columbia Capital Funds for the 2010 CFA and 2020 CFA combined.
- C. It is the intent of the Parties that to the extent that WMATA undertakes multi-year projects in the FY2020 Capital Budget, adopted by this 2020 CFA, such projects shall be continued in accordance with the provisions of Section 2(e) of the 2010 CFA.
- D. The following language shall be used for purposes of this FY2020 CFA and WMATA's FY2020 instead of incorporating section 5(g) of the 2010 CFA as provided for in section 2(a) of this 2020 CFA:

“The Parties recognize that the scope, costs, scheduled completion date, or priority of some projects will change during the term of this 2020 CFA. To address these possibilities,

WMATA agrees to provide the Contributing Jurisdictions with monthly reports regarding reprogramming of project budgets into or out of Capital Projects or Capital Programs during the term of this Agreement where such reprogramming results in either 1) an increase of the total project budget as shown in the CIP; 2) revises the scope of a Capital Project; 3) a movement of \$5 Million or more; or 4) creates a new Capital Project. Each movement of budget between Capital Projects and/or Capital Programs for cash flow purposes or for schedule adjustments (that do not impact completion date) in an amount of \$1 Million to \$5 Million during the term of this Agreement shall be reported to the Contributing Jurisdictions on a quarterly basis. In no case shall WMATA request an increase in the Allocated Contributions for FY2020 funding requirements adopted by the Board of Directors and shown in Attachment A due to a reprogramming.”

#### **SEC. 4 TERMS AND CONDITIONS**

For the WMATA fiscal year addressed in this agreement, should there be any conflict between the terms and conditions in this 2020 CFA and the 2010 CFA; the terms and conditions of this 2020 CFA, and in the case of the District of Columbia the 2020 Local Capital Funding Agreement, shall control.

#### **SEC. 5 COUNTERPARTS**

This 2020 CFA may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement. The counterpart with the most recent date shall determine the Effective Date.

IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Amendment by their representatives’ signatures on the following pages.

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_[Seal]  
Paul J. Wiedefeld  
General Manager/Chief Executive Officer

Dated: \_\_\_\_\_

[signatures continued on following page]

STATE OF MARYLAND

acting by and through the Washington Suburban Transit District and the Department of  
Transportation

MARYLAND DEPARTMENT OF  
TRANSPORTATION

Attest:

\_\_\_\_\_  
Witness

and

WASHINGTON SUBURBAN  
TRANSIT DISTRICT

Attest:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_[Seal]  
Secretary

By: \_\_\_\_\_[Seal]  
Chairman

Date: \_\_\_\_\_

[signatures continued on following page]



DISTRICT OF COLUMBIA

Attest:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_[[Seal]  
Mayor

Dated: \_\_\_\_\_

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ARLINGTON COUNTY, VIRGINIA

Attest:

\_\_\_\_\_  
Clerk to the County Board

By: \_\_\_\_\_[Seal]  
County Manager

Dated: \_\_\_\_\_

[signatures continued on following page]

FAIRFAX COUNTY, VIRGINIA

Attest:

\_\_\_\_\_  
Clerk to the Board of Supervisors

By: \_\_\_\_\_[Seal]  
County Executive

Dated: \_\_\_\_\_

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CITY OF ALEXANDRIA, VIRGINIA

Attest:

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

By: \_\_\_\_\_[Seal]  
City Manager

Dated: \_\_\_\_\_

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CITY OF FAIRFAX, VIRGINIA

Attest:

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

By: \_\_\_\_\_[Seal]  
City Manager

Dated: \_\_\_\_\_

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CITY OF FALLS CHURCH, VIRGINIA

Attest:

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

By: \_\_\_\_\_[Seal]  
City Manager

Dated: \_\_\_\_\_

DRAFT