RESOLUTION NO. 2951

WHEREAS, Jurisdictional council/board approval is required for all capital funding agreements (CFA); and

WHEREAS, WMATA and its jurisdictional funding partners have entered into the fiscal year (FY) 2020 Capital Funding Agreement (FY 2020 CFA), which expires June 30, 2020; and

WHEREAS, The jurisdictional funding partners and WMATA wish to extend the FY 2020 CFA for one additional year while the parties continue to negotiate a six-year CFA;

NOW, THEREFORE, BE IT RESOLVED, That Council approves the First Amendment to the FY 2020 CFA as shown in Attachment A to this resolution; and be it further

RESOLVED, That the City Manager is authorized to execute on behalf of the City of Alexandria the First Amendment to the FY 2020 CFA substantially in the form of Attachment A to this resolution; and be it further

RESOLVED, That in order to fully execute these agreements prior to July 1, 2020, this Resolution shall be effective immediately

Adopted: June 9, 2020

JUSTIN M. WILSON MAYOR

ATTEST:

Gloria A Sitton, CMC City Clerk

FIRST AMENDMENT TO THE WMATA FISCAL YEAR 2020 CAPITAL FUNDING AGREEMENT

Among

The State of Maryland;

The District of Columbia;

Arlington County, Virginia;

Fairfax County, Virginia;

County of Loudoun, 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: July 1, 2020

FIRST AMENDMENT TO THE
WMATA FISCAL YEAR 2020
CAPITAL FUNDING AGREEMENT

THIS FIRST AMENDMENT TO THE WMATA FISCAL YEAR 2020 CAPITAL FUNDING AGREEMENT (First Amendment) is made and effective the First day of July, 2020, 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; County of Loudoun, 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 First Amendment desire to extend the term of that Fiscal Year 2020 Capital Funding Agreement entered into by the Parties as of October 30, 2019 (2020 CFA) and to include the County of Loudoun, Virginia as a new Party and Contributing Jurisdiction subject to the terms of the 2020 CFA.

2. The Parties to this First Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under the 2020 CFA for an additional year (the Extension Term).

3. The Parties will continue to negotiate in good faith toward a longer-term capital funding agreement during the Extension Term.

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 First Amendment all terms used in this First Amendment shall have the same meaning as is found in the 2020 CFA.

SEC. 2 EXTENSION OF TERM AND LONG-TERM DEBT OBLIGATIONS

A. **Extension of Term.** Pursuant to Section 2.A. of the 2020 CFA and Section 11 of the 2010 CFA, the Parties agree to extend the term of the 2020 CFA for one additional year, from July 1, 2020 through June 30, 2021 (FY2021) on the same terms and conditions of the 2020 CFA except as changed in this First Amendment.

B. **Long Term Debt Obligations.** No Jurisdictional Capital Contribution Long-Term Debt is authorized for issuance in FY2021 at this time. If WMATA or one or more Contributing Jurisdictions identifies a need to issue Jurisdictional Capital Contribution Debt during FY2021, the Parties shall follow the process established for such issuance in section 4(b)(2) the 2010 CFA.

SEC. 3 CAPITAL IMPROVEMENT PROGRAM

A. As is contemplated by the 2020 CFA, the WMATA Board of Directors adopted a new Fiscal Year 2021 Capital Budget in April 2020. It is the intent of the Parties that the 2020 CFA be amended to incorporate the jurisdictional funding commitments of the FY2021 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 FY2021 Capital Budget Financial Plan.

B. The cash portion of the District of Columbia's Allocated Contribution to the FY2021 Capital Budget shall not exceed $95,116,884 and this amount shall be added to the amounts contained in Section 3(B) of the 2020 CFA to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed $828,565,884 to be paid from the District of Columbia Capital Funds.

C. It is the intent of the Parties that to the extent that WMATA undertakes multi-year projects in the FY2021 Capital Budget, adopted by this First Amendment, such projects shall be continued in accordance with the provisions of Section 2(e) of the 2010 CFA.

SEC. 4 COUNTY OF LOUDOUN, VIRGINIA

Effective with the execution of this First Amendment to the 2020 CFA, the parties acknowledge and agree that the County of Loudoun, Virginia has joined as a Contributing Jurisdiction and shall be included in all of the rights and responsibilities provided to each Contributing Jurisdiction therein. It is the express intent of the Parties that the 2020 CFA and all documents related thereto be interpreted to include the County of Loudoun as a Contributing Jurisdiction.

SEC. 5 CONTINUING EFFECT

This First Amendment amends certain terms and conditions of the 2010 and 2020 CFA. All other terms and conditions of the 2020 CFA that are not modified by this First Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this First Amendment and the 2020 CFA; the terms and conditions of this First

Amendment, and in the case of the District of Columbia the First Amendment to the Local Capital Funding Agreement, shall control.

SEC. 6 COUNTERPARTS

This First Amendment 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 date of entry of this Agreement by the Parties.

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:

_____ By: _____[Seal]
Witness Secretary

and

WASHINGTON SUBURBAN
TRANSIT DISTRICT

Attest:

_____ By: _____[Seal]
Witness Chairman

Date: _____

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:

_____ By: _____[[Seal]
Witness Mayor

Dated: _____

[signatures continued on following page]

COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Attest:

_____
Clerk to the County Board

By: _____[Seal]
County Manager
Arlington County, Virginia

Dated: _____

[signatures continued on following page]

FAIRFAX COUNTY, VIRGINIA

Attest:

_____
Clerk to the Board of Supervisors

By: _____[Seal]
County Executive
Fairfax County, Virginia

Dated: _____

[signatures continued on following page]

COUNTY OF LOUDOUN, VIRGINIA

Attest:

_____
Clerk to the Board of Supervisors

By: _____[Seal]
County Administrator
County of Loudoun, Virginia

_____
County Attorney

Dated: _____

[signatures continued on following page]

CITY OF ALEXANDRIA, VIRGINIA

Attest:

_____
City Clerk

By: _____[Seal]
City Manager

Dated: _____

[signatures continued on following page]

CITY OF FAIRFAX, VIRGINIA

Attest:

_____
City Clerk

By: _____[Seal]
City Manager

Dated: _____

[signatures continued on following page]

CITY OF FALLS CHURCH, VIRGINIA

Attest:

_____
City Clerk

By: _____[Seal]
City Manager

Dated: _____

Attachment A

Financial Plan by Investment Category

Capital Investment Categories *($M)*	FY2021 Budget	FY2022 Plan	FY2023 Plan	FY2024 Plan	FY2025 Plan	FY2026 Plan	6 Year Total
Railcar	$280	$257	$333	$347	$454	$565	$2,236
Rail Systems	$165	$131	$163	$153	$147	$132	$891
Track and Structure Rehabilitation	$148	$176	$166	$193	$161	$170	$1,014
Stations and Passenger Facilities	$546	$526	$391	$252	$192	$179	$2,085
Bus and Paratransit	$208	$225	$293	$313	$284	$216	$1,539
Business Support	$475	$550	$218	$236	$243	$227	$1,949
Total Capital Investments	**$1,821**	**$1,865**	**$1,563**	**$1,493**	**$1,481**	**$1,490**	**$9,714**
Revenue Loss from Capital Projects	$23	$24	$25	$25	$26	$27	$149
Debt Service - Dedicated Funding	$31	$52	$84	$104	$121	$140	$533
Total Capital Program Cost	**$1,875**	**$1,941**	**$1,672**	**$1,623**	**$1,628**	**$1,657**	**$10,396**

Financial Plan - Allocation of State & Local Contributions

	FY2021 Budget	FY2022 Plan	FY2023 Plan	FY2024 Plan	FY2025 Plan	FY2026 Plan	6 Year Total
Federal Funding							
Federal Formula Programs	$321,106,774	$321,106,774	$321,106,774	$321,106,774	$321,106,774	$321,106,774	$1,926,640,644
Federal PRIIA	$148,500,000	$0	$0	$0	$0	$0	$148,500,000
Other Federal Grants	$19,964,914	$4,428,532	$2,800,000	$2,960,000	$2,840,000	$2,840,000	$35,833,446
Total - Federal Grants	**$489,571,688**	**$325,535,306**	**$323,906,774**	**$324,066,774**	**$323,946,774**	**$323,946,774**	**$2,110,974,090**
State & Local Funding Contributions							
District of Columbia							
Formula Match & System Performance	$95,116,884	$99,240,193	$101,357,944	$105,205,060	$107,436,033	$108,760,022	$617,116,136
PRIIA	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$297,000,000
Dedicated Funding	$178,500,000	$178,500,000	$178,500,000	$178,500,000	$178,500,000	$178,500,000	$1,071,000,000
Subtotal - District of Columbia	**$323,116,884**	**$327,240,193**	**$329,357,944**	**$333,205,060**	**$335,436,033**	**$336,760,022**	**$1,985,116,136**
State of Maryland							
Montgomery County	$45,005,174	$45,864,257	$47,564,988	$48,676,827	$50,496,360	$52,746,682	$290,354,288
Prince George's County	$45,181,684	$46,915,584	$48,154,482	$49,877,126	$51,081,137	$52,036,091	$293,246,104
MD PRIIA	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$297,000,000
MD Dedicated Funding	$167,000,000	$167,000,000	$167,000,000	$167,000,000	$167,000,000	$167,000,000	$1,002,000,000
Subtotal - Maryland	**$306,686,858**	**$309,279,841**	**$312,219,470**	**$315,053,953**	**$318,077,497**	**$321,282,773**	**$1,882,600,392**
Commonwealth of Virginia							
City of Alexandria	$12,401,646	$12,773,528	$13,146,057	$13,535,690	$13,943,924	$14,363,906	$80,164,751
Arlington County	$22,641,546	$23,012,708	$23,880,758	$24,388,260	$25,350,214	$26,575,529	$145,849,016
City of Fairfax	$715,612	$717,184	$751,711	$761,431	$798,856	$852,639	$4,597,433
Fairfax County	$40,760,743	$41,487,654	$43,046,454	$44,013,681	$45,699,476	$47,814,951	$262,822,959
City of Falls Church	$757,037	$792,724	$807,605	$840,022	$855,791	$862,074	$4,915,253
Loudoun County (1)	$5,797,066	$5,624,882	$6,011,578	$5,965,127	$6,399,330	$7,111,061	$36,909,044
VA PRIIA	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$49,500,000	$297,000,000
VA Dedicated Funding	$154,500,000	$154,500,000	$154,500,000	$154,500,000	$154,500,000	$154,500,000	$927,000,000
CMAQ	$877,153	$903,467	$930,571	$958,488	$987,243	$1,016,860	$5,673,783
Subtotal - Virginia	**$287,950,804**	**$289,312,148**	**$292,574,734**	**$294,462,699**	**$298,034,834**	**$302,597,020**	**$1,764,932,238**
Jurisdiction Planning Projects	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$18,000,000
Silver Line (MWAA)	$26,556,000	$17,747,000	$0	$0	$0	$0	$44,303,000
Potomac Yard (Alexandria)	$59,050,000	$88,900,000	$33,870,000	$38,580,000	$0	$0	$220,400,000
Purple Line (MDOT)	$89,000	$194,000	$0	$0	$0	$0	$283,000
Subtotal - Jurisdictional Reimbursable	**$88,695,000**	**$109,841,000**	**$36,870,000**	**$41,580,000**	**$3,000,000**	**$3,000,000**	**$282,986,000**
Total - State & Local	**$1,006,449,546**	**$1,035,673,182**	**$971,022,148**	**$984,301,712**	**$954,548,364**	**$963,639,814**	**$5,915,634,766**
Debt	**$379,346,720**	**$580,141,220**	**$376,817,384**	**$314,501,415**	**$349,140,047**	**$368,938,324**	**$2,368,885,110**
Grand Total Funding (2)	**$1,875,367,954**	**$1,941,349,709**	**$1,671,746,306**	**$1,622,869,901**	**$1,627,635,184**	**$1,656,524,913**	**$10,395,493,966**

(1) The jurisdictional shares of Formula Match and System Performance contributions are calculated using the original methodology which fully includes Loudoun County, rather than the prorated method used for the FY2021 Operating Subsidy calculation

(2) Total funding requirement includes capital program expenditures, debt service, and estimated revenue loss from major shutdowns Note: Does not assume reauthorization of Federal PRIIA.