

**THIRD AMENDMENT TO THE
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: July 1, 2018

**THIRD AMENDMENT TO THE
CAPITAL FUNDING AGREEMENT**

THIS THIRD AMENDMENT TO THE CAPITAL FUNDING AGREEMENT (Third Amendment) is made and entered into this 15th day of July, 2018, 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 Third Amendment desire to extend the term of that Capital Funding Agreement entered into by the Parties as of July 1, 2010 and previously extended to include WMATA Fiscal Year 2018 (CFA).
2. The Parties to this Third Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under the CFA as amended by the Second Amendment to the 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 Third Amendment all terms used in this Third Amendment shall have the same meaning as is found in the CFA.

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

Pursuant to Section 11 of the CFA, the Parties agree to extend the term of the CFA for one additional year, from July 1, 2018 through June 30, 2019 (FY2019) on the same terms and conditions agreed to under the CFA as amended by the First and Second Amendments to the CFA. The maximum amount of long-term debt authorized for issuance in FY2019 in support of the FY2019 Capital Improvement Program shall not exceed \$384 million plus the costs of issuance in an amount not to exceed \$4,000,000. Each of the Parties acknowledge and agree that this debt issuance will be approved by the Jurisdictions pursuant to the opt-out provisions of the CFA. In the event that WMATA desires to issue additional debt during FY2019, WMATA shall follow the processes established for such issuance in the CFA.

SEC. 3 CAPITAL IMPROVEMENT PROGRAM

- A. As is contemplated by the CFA as amended by the First and Second Amendments to the CFA, it is anticipated that the WMATA Board of Directors will adopt a new Fiscal Year 2019 Capital Budget on or before June 30, 2018. It is the intent of the Parties that the CFA be automatically amended to incorporate the FY2019 Annual Work Plan as adopted by the

Board exclusive of funds to be used to repay the debt service on previously issued bonds as shown in Attachment A.

- B. Attachment A contains the FY2019 Capital Budget Financial Plan.
- C. The cash portion of the District of Columbia's Allocated Contribution to the FY2019 Annual Work Plan shall not exceed \$75,235,000 and this amount shall be added to the amounts contained in Section 4(b)(1)(C)(i) of the CFA and the First and Second 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 \$640,749,000 to be paid from the District of Columbia Capital Funds.
- D. It is the intent of the Parties that to the extent that WMATA undertakes multi-year projects in the FY2019 Annual Work Plan, adopted by this Third Amendment, such projects shall be continued in accordance with the provisions of Section 2(e) of the CFA.

SEC. 4 CONTINUING EFFECT

This Third Amendment amends certain terms and conditions of the CFA. All other terms and conditions of the CFA as amended by the First and Second Amendments to the CFA that are not modified by this Third Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this Third Amendment and the CFA as amended by the First and Second Amendments to the CFA; the terms and conditions of this Third Amendment, and in the case of the District of Columbia the Third Amendment to the Local Capital Funding Agreement, shall control.

SEC. 5 COUNTERPARTS

This 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.

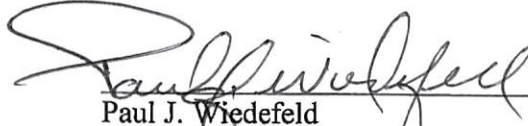
IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Amendment by their representatives' signatures on the following pages.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Attest:

By:

Secretary

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

Dated: _____

Approved as to Form and Legal Sufficiency:

By:


Office of General Counsel

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:

Witness

By:  [[Seal]
Mayor

Approved as to Form and Legal Sufficiency:

By: 
Attorney General

Dated: 8/24/18

[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:

Anna Sawalski
Witness

By: [Signature] [Seal]
Secretary

and

WASHINGTON SUBURBAN
TRANSIT DISTRICT

Attest:

[Signature]
Witness

By: [Signature] [Seal]
Chairman

Approved as to Form and Legal Sufficiency:

By: [Signature]
Assistant Attorney General

Date: 6/27/18

[signatures continued on following page]

CITY OF FALLS CHURCH, VIRGINIA

Attest:

Celaste Heath
City Clerk

By: Wyatt Skindl [Seal]
City Manager
City of Falls Church, Virginia

Approved as to Form and Legal Sufficiency:

By: Carole W. McCoskie
City Attorney

Dated: 6-28-18

FAIRFAX COUNTY, VIRGINIA

Attest:

Christina Chinese
Clerk to the Board of Supervisors

By: *[Signature]* [Seal]
County Executive
Fairfax County, Virginia

Approved as to Form and Legal Sufficiency:

By: *Elizabeth D. Jones*
County Attorney

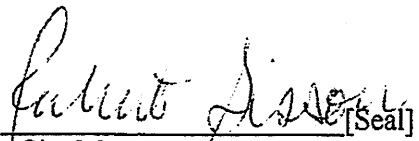
Dated: *June 25, 2018*

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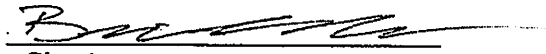
CITY OF FAIRFAX, VIRGINIA

Attest:


City Clerk

By:  [Seal]
City Manager
City of Fairfax, Virginia

Approved as to Form and Legal Sufficiency:

By: 
City Attorney

Dated: 6/28/18

[signatures continued on following page]

ARLINGTON COUNTY, VIRGINIA

Attest:

Kendra M. Jacobs
County Clerk

By: Mark J. Schwab [Seal]
County Manager
Arlington County, Virginia

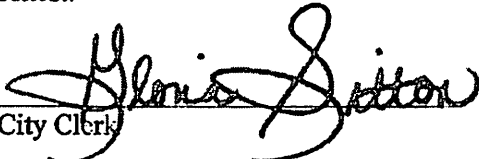
Approved as to Form and Legal Sufficiency:

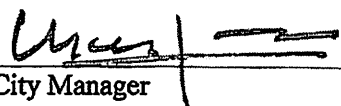
By: A. L. Chown
Arlington County Attorney
by MinhChau Cost, Deputy County Attorney
Dated: 7/27/18

[signatures continued on following page]

CITY OF ALEXANDRIA, VIRGINIA

Attest:


City Clerk

By:  [Seal]
City Manager
City of Alexandria, Virginia

Approved as to Form and Legal Sufficiency:

By: 
Asst. City Attorney

Dated: 08/03/2018

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**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
FY2019 Capital Improvement Plan Financial Plan**

Attachment A (Updated)

<i>\$ in Millions</i>	Total	District of Columbia	State of Maryland	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church	DRPT CMAQ Match	Commonwealth of Virginia
Direct Jurisdictional Contributions	\$253.0	\$75.2	\$108.8	\$11.0	\$21.2	\$0.7	\$35.4	\$0.6		
Debt Strategy	\$262.7	\$151.7	\$111.0							
Commonwealth of Virginia	\$121.3	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0		\$121.3
Subtotal - State & Local Contributions	\$637.0	\$226.9	\$219.8	\$11.0	\$21.2	\$0.7	\$35.4	\$0.6	\$0.0	\$121.3
PRIIA Match	\$148.5	\$49.5	\$49.5							\$49.5
Other State and Local (CMAQ Match)	\$1.5								\$1.5	
Federal	\$459.3									
MWAA	\$27.5									
Other (Reimbursable Projects)	\$5.3	\$2.9	\$1.4	\$0.2	\$0.3	\$0.0	\$0.5	\$0.0		
Subtotal - Other CIP Funding	\$642.1	\$52.4	\$50.9	\$0.2	\$0.3	\$0.0	\$0.5	\$0.0	\$1.5	\$49.5
Total	\$1,279.1	\$279.3	\$270.7	\$11.2	\$21.5	\$0.7	\$35.9	\$0.6	\$1.5	\$170.8

Pre-Existing Debt Service

	Total	District of Columbia	Montgomery County	Prince George's County	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church
Metro Matters Debt Service	\$20,080,228	\$10,117,021	\$4,699,175	\$5,211,823	\$0	\$0	\$0	\$0	\$52,209
Series 2017B Debt Service	\$35,795,000	\$13,676,661	\$7,213,337	\$7,285,285	\$1,773,356	\$0	\$111,358	\$5,608,396	\$126,607
Subtotal	\$55,875,228	\$23,793,682	\$11,912,512	\$12,497,108	\$1,773,356	\$0	\$111,358	\$5,608,396	\$178,816