

Washington Metropolitan Area Transit Authority
Board Action/Information Summary

Action Information

MEAD Number:
201221

Resolution:
 Yes No

TITLE:

Acceptance of NVTA Traction Power Funding

PRESENTATION SUMMARY:

Request Board approval to: (1) accept \$4,978,685 in Northern Virginia Transportation Authority (NVTA) funding for traction power upgrades in Virginia along the Orange Line to help support additional eight car trains in the system; and (2) adopt a policy on the use of NVTA funds.

PURPOSE:

This item requests Board approval for: (1) the acceptance of \$4,978,685 in FY2014 NVTA funding for traction power upgrades in Virginia on the Orange Line to help support additional eight car trains in the system; and (2) the adoption of a policy on the use of NVTA funds.

DESCRIPTION:

Key Highlights:

- In July 2013, NVTA approved \$12 million in funding for two WMATA projects: (1) \$7 million in funding for the purchase of new buses to provide new bus service within Virginia; and (2) \$5 million in funding for traction power upgrades in Virginia to support additional eight-car trains. This Board action relates to the \$4,978,685 million for traction power upgrades in Virginia to support additional eight-car trains. WMATA senior leadership and the Virginia WMATA Board members requested the withdrawal of the application for the \$7 million in funding for the purchase of new buses.
- \$4,978,685 in NVTA funding will allow for traction power upgrades in Virginia to support additional eight-car trains. This works includes engineering, right-of-way acquisition, construction, and contract administration.

Background and History:

- In 2013, the Virginia General Assembly passed legislation providing new Northern Virginia regional transportation funding.
- This new funding, estimated at between \$290-320 million annually, is distributed to two sources:
 - 30% is returned directly to Northern Virginia local jurisdictions for transportation projects

- 70% is used by the NVTA for regional Northern Virginia transportation projects
- Virginia legislation requires that regional transit projects must (a) increase capacity and (b) be located in Northern Virginia jurisdictions in order to receive NVTA funds.
- An NVTA resolution requires that regional projects with non-NVTA jurisdictions receive a commitment from those jurisdictions to "pay their share" of the regional project.
- Three WMATA projects were submitted to NVTA in the spring of 2013 for consideration of FY2014 NVTA funds.
- In July 2013, the NVTA approved its FY 2014 project list, which included two projects for WMATA totaling \$12 million
 - \$7 million in funding for the purchase of new buses to provide new bus service within Virginia determined in consultation with the local jurisdictions
 - \$5 million in funding for traction power upgrades in Virginia to support the eight car train project
- NVTA began advancing FY2014 approved funding in the fall of 2014 through a Standard Project Agreement (SPA).
- In January 2014, the Board passed Resolution 2014-08, a policy that recognizes NVTA funding as part of the Virginia contribution to Metro 2025.
- Resolution 2014-08 requires a Memorandum of Agreement between WMATA and NVTA that establishes the terms and conditions for the administration of the funding recognition.

Discussion:

The NVTA funding is currently included in the revised FY2016 capital budget for the Board's consideration and adoption in May. The project 'Rail Power System Upgrades (CIP0076)' will advance \$17.7 million of new investment in FY2016, including upgrades to Orange Line tie breakers in Virginia. The new investment will be supported by the \$5 million in NVTA funding as well as contributions from DC and Maryland.

In addition, after working with the local jurisdictions, a proposed new Board policy has been developed that will supersede Resolution 2014-08. The new policy:

- Provides additional detail to the Board's policy regarding the acceptance of NVTA funds. For example, the resolution makes policy statements regarding the need for a Standard Project Agreement (an NVTA document) rather than a general MOA.
- Provides a policy regarding Virginia contributing jurisdictions being credited for NVTA funds as part of their capital budget contributions.
- The scope of the resolution is expanded to WMATA's capital program and no longer limited to just Metro 2025 funding.

FUNDING IMPACT:

Execution of the SPA and acceptance of the NVTA FY2014 funding will provide \$4,978,685 for traction power upgrades in Virginia on the Orange Line to support additional eight-car trains.

TIMELINE:

Previous Actions	January 2014 - Adoption of Board resolution 2014-08 regarding NVTA contributions to Metro 2025.
Anticipated actions after presentation	Following Board approval, WMATA will negotiate and execute the SPA with NVTA.

RECOMMENDATION:

Board approval to: (1) accept \$4,978,685 in FY2014 NVTA funding for traction power upgrades in Virginia on the Orange Line to help support additional eight car trains in the system; and (2) adopt a policy on the use of NVTA funds.

PRESENTED AND ADOPTED: May 28, 2015

SUBJECT: AUTHORIZATION TO SIGN NVTA STANDARD PROJECT AGREEMENT FOR TRACTION POWER UPGRADES IN VIRGINIA

2015-33

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

WHEREAS, The Northern Virginia Transportation Authority (NVTA) is authorized to fund certain transportation capital improvement projects within Northern Virginia's Planning District Eight; and

WHEREAS, The funding provided by NVTA is limited to certain uses; and

WHEREAS, Portions of the Washington Metropolitan Area Transit Authority's (WMATA) annual capital programs are qualified uses for NVTA funding; and

WHEREAS, Board Resolution 2014-08 establishes a policy on NVTA funding and contributions to Metro 2025 projects; and

WHEREAS, Board Resolution 2011-30 requires Board of Directors approval of applications for local grant funds and agreements with jurisdictional partners; and

WHEREAS, The NVTA requires an agency's governing body to authorize the execution of NVTA's Standard Project Agreement for Funding and Administration (SPA) prior to an agency's ability to draw on the approved funds; and

WHEREAS, The NVTA requires that before NVTA provides funds for a project or system that is built or managed in concert with non-NVTA member jurisdictions, the non-member jurisdictions must pay or commit to pay their respective proportionate shares of the larger project or system cost; and

WHEREAS, WMATA's Capital Funding Agreement and the associated annual work plan satisfies the foregoing NVTA requirement; and

WHEREAS, The SPA addresses the need for a Memorandum of Agreement between WMATA and NVTA, set forth in Board of Directors' policy; and

WHEREAS, The SPA requires that WMATA fund projects in advance and seek reimbursement of costs from NVTA; and

Motioned by Mr. Euille, seconded by Mrs. Hynes

Ayes: 8 – Mr. Downey, Mr. Goldman, Mr. Euille, Mr. Price, Ms. Tregoning, Ms. Harley, Mrs. Hynes and Mr. Evans

WHEREAS, The NVTA staff has advised WMATA that a completed SPA, including a copy of a resolution formally adopted by WMATA, is required to be adopted by the NVTA on or before May 28, 2015, or the previously approved grant of \$5 million may be subject to reallocation by the NVTA; now, therefore be it

RESOLVED, That the Board of Directors authorizes the General Manager and Chief Executive Officer to negotiate and execute the SPA covering the NVTA-approved project for the traction power upgrades in Virginia attached as Attachment A; and be it further

RESOLVED, That WMATA will fund approved NVTA projects in advance and seek reimbursement of costs from NVTA; and be it further

RESOLVED, That the Board of Directors acknowledges that, in accordance with NVTA Resolution No. 14-08 (adopted January 23, 2014), no NVTA funds will be released to WMATA for the funding of the traction power upgrades in Virginia until such time as the Board formally approves such projects as part of WMATA's Fiscal Year 2016 Annual Work Plan; and be it further

RESOLVED, That WMATA shall program the anticipated funding from NVTA for traction power upgrades in Virginia, as a portion of the Northern Virginia funding needed for the 8-car train program in FY2016, and to allocate that contribution amongst the Northern Virginia contributing jurisdictions under the existing allocation formula; and be it finally

RESOLVED, That in order to meet the submission deadline established by NVTA, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Mark R. Pohl
Acting General Counsel

WMATA File Structure Nos.:
4.3.2. Jurisdictional Funding Agreements

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Washington Metropolitan Area Transit Authority (WMATA)
(Recipient Entity)

Project Name: Traction Power Upgrades
NVTA Project Number: 996-14-034-1-09

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this 7th day of July, 2015 as between the Northern Virginia Transportation Authority ("NVTA") and Washington Metropolitan Area Transit Authority (WMATA) ("Recipient Entity").

WITNESSETH

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 33.2-2510;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, _____ WMATA _____ formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed _____ WMATA _____'s application for funding and has approved _____ WMATA _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ WMATA _____, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by _____ WMATA _____ to finance the Project;

WHEREAS, NVTA agrees that _____ WMATA _____ will design and/or construct the Project or perform such other specific work for the Project and _____ WMATA _____ agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the _____ WMATA _____'s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and _____ WMATA _____'s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

WMATA shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 33.2-2510(A),(C)1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to WMATA to advance the Project to the next phase until the current phase is completed. In any circumstance where WMATA seeks to advance a Project to the next phase using NVTA funds, WMATA shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit WMATA from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, WMATA further recognizes that NVTA's reimbursement to WMATA for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. WMATA shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, WMATA can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of WMATA.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. WMATA understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. WMATA shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to _____ WMATA _____'s Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should _____ WMATA _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ WMATA _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ WMATA _____'s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern _____ WMATA _____ and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern WMATA; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that WMATA misapplied or used in contravention of Sections 33.2-2500 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all WMATA's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of WMATA for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that WMATA may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement WMATA so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, WMATA will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern WMATA.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if _____ WMATA _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ WMATA _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ WMATA _____ is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if _____ WMATA _____ is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that _____ WMATA _____ will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that _____ WMATA _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- i. Provide to _____ WMATA _____ the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.

2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by _____ WMATA _____ for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

3. Route to NVTA's assigned Program Coordinator all _____ WMATA _____'s payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from _____ WMATA _____. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify _____ WMATA _____ in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of _____ WMATA _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ WMATA _____'s supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of _____ WMATA _____'s financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that _____ WMATA _____ has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise _____ WMATA _____'s designated representative in writing. _____ WMATA _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ WMATA _____'s response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that _____ WMATA _____ has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from _____ WMATA _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ WMATA _____. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to WMATA to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. WMATA may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by WMATA to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, WMATA shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from WMATA's material breach of this Agreement. If so terminated, WMATA shall refund to NVTA all funds NVTA provided to WMATA for the Project (including interest earned at the rate earned by NVTA). NVTA will provide WMATA with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, WMATA may

request that NVTA excuse _____ WMATA _____ from refunding all funds NVTA provided to _____ WMATA _____ for the Project based upon _____ WMATA _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ WMATA _____ from refunding all or a portion of the funds NVTA provided to _____ WMATA _____ for the Project. No such request to be excused from refunding will be allowed where _____ WMATA _____ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, _____ WMATA _____ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and _____ WMATA _____'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to _____ WMATA _____'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

_____ WMATA _____ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this

Agreement. In the event that WMATA fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, WMATA shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If WMATA refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from WMATA by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to WMATA.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;
3040 Williams Drive, Suite 200
Fairfax, VA 22031
- 2) to WMATA, to the attention of General Manager/
600 Fifth Street, NW
Washington, DC 20001 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

WMATA represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: Monica Jack

Date: 7/7/15

Washington Metropolitan Area Transit Authority (WMATA) (Name of Recipient Entity)

By: Julie Regan

Date: 4/22/15

Approved for legal sufficiency
Mark R. Pohl
Office of General Counsel

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Traction Power Upgrades on the Orange Line in Virginia

Recipient Entity: Washington Metropolitan Area Transit Authority (WMATA)

Recipient Entity/Project Manager Contact Information: Kelly Reahl, 202.309.9295

NVTA Program Coordinator Contact information: Keith Jasper

Project Scope

Only Complete if Different from the Approved NVTA Project Description Sheet

The overall WMATA scope includes six tie-breakers to support overall traction power upgrades on the Metrorail system. The NVTA portion will pay for two tie-breakers on the Orange Line at Greenwich and Prosperity Ave.

Detailed Scope of Services

Only Complete if Different from the Approved NVTA Project Description Sheet

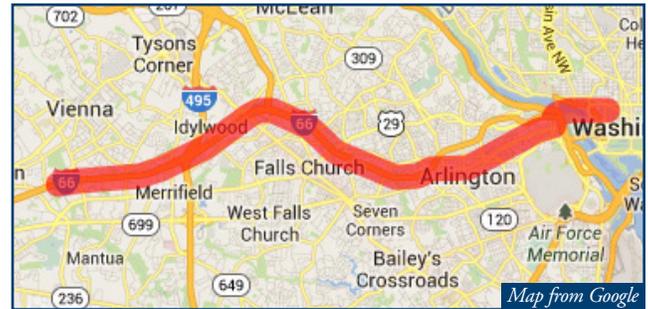
No changes requested.



Project Description Form — 6B

Basic Project Information

- Submitting Agency:**
Washington Metropolitan Area Transit Authority (WMATA)
- Project Title:** Traction Power Upgrades on the Orange Line in Virginia
- Project Type:**
 Roadway Multimodal Transit
- Project Description/Scope:** WMATA's strategic plan includes a project to expand the Metrorail fleet to enable the operation of 100 percent eight-car trains. The eight-car train project includes not only the purchase of rolling stock and railyard expansion, but also associated traction power upgrades. This project will begin the process of upgrading traction power along the Orange Line in Virginia, a very busy Metrorail corridor.
- Route (if applicable)/Corridor:**
Other Corridor (Closest to Corridor 6, 8)
- Total Project Cost:** The TransAction 2040 estimate of the Virginia share for 100% 8-car trains is \$496 million based on 33.0% share of a rough estimate of \$1.5 billion for the region; as a component of WMATA's strategic plan, the cost and schedule are being updated.
- Total Funds Required:** \$5,000,000 for the initial portion of Orange Line power upgrades.



- Phase/s of Project Covered by Funding:** Design, Construction of initial portion of power upgrades.
- Project Milestones (by phase, include all phases):**
 - Design: FY 2014
 - Construction Start: FY 2014
 - Construction Complete: FY 2014

Future phases of the total project include additional work on the Orange Line, upgrades to traction power on all other lines, purchase of additional railcars, and expansion of railcar storage capacity, with the schedule to be determined.
- In TransAction 2040 plan?**
 Yes No
 Technical Report Page # 4 – 42*
 *Project rated "High" for Reduce Roadway Congestion
- In CLRP, TIP or Air Quality Neutral?**
Not in CLRP and beneficial for air quality.
- Leverages Sources:**
 Local State Federal
 Other (please explain)

PROJECT ANALYSIS			
Tier I <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	Tier III Congestion Reduction Relative to Cost:		
Tier II 6 out of 8 points	Plan <input type="checkbox"/> CLRP <input checked="" type="checkbox"/> TA2040 only	Rating <input type="checkbox"/> High <input type="checkbox"/> Med <input checked="" type="checkbox"/> Low	

Stated Benefits

- 1. What regional benefit/s does this project offer?** This project represents an initial step toward addressing traction power as part of the eight-car train project. Traction power on the Orange Line in Virginia represents the greatest need at this time. Region-wide, the operation of 100% eight-car trains would enable Metrorail to increase peak-hour capacity into the core by 35,000 persons, with the capacity increases most needed for the Virginia routes merging into the Rosslyn (Blue, Orange and Silver Lines) and L'Enfant Plaza (Yellow Line) stations.
- 2. How does the project reduce congestion?** Without the Metrorail fleet expansion, the present congestion that's experienced only on the Orange Line (greater than 100 passengers per car (ppc) on average) will expand to all Virginia lines in the 2020s, with the Orange and Silver lines experiencing severe congestion (average greater than 120 ppc.) This fleet expansion will keep peak loadings on all lines near or below the 100 ppc for the 2025 timeframe.
- 3. How does the project increase capacity?** (*Mass transit projects only*) The total project will increase overall peak-hour Metrorail capacity into the core by 35,000, including an increase of 10,000 passengers per hour (33 percent) from Virginia into the Foggy Bottom and L'Enfant Plaza stations in D.C.
- 4. How does the project improve auto and pedestrian safety?** Reduced congestion on Metrorail will increase its attractiveness, resulting in a higher transit mode share and reduced vehicle-miles of auto travel (VMT). As a general rule, lower VMT results in fewer auto crashes, thereby improving safety.
- 5. List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)

WMATA's strategic plan includes a project to expand the Metrorail fleet to enable the operation of 100 percent eight-car trains. See: <http://www.wmata.com/momentum/>

- 6. Project Picture/Illustratives** N/A

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Traction Power Upgrades on the Orange Line
 Recipient Entity: WMATA
 Project Contact Information: Kelly Reahl, 202.309.9295

PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work		\$ -	\$ -		\$ -	\$ -
Engineering	\$ 1,801,353	\$ 513,191		DC and Maryland contributions	\$ 1,288,162	
Environmental Work						
Right-of-Way Acquisition	\$ 3,796,431	\$ 939,221		DC and Maryland contributions	\$ 2,857,210	
Construction	\$ 9,187,756	\$ 2,795,000		DC and Maryland contributions	\$ 6,392,756	
Contract Administration	\$ 2,950,472	\$ 731,273		DC and Maryland contributions	\$ 2,219,199	
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 17,736,011	\$ 4,978,685	\$ -		\$ 12,757,326	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed								
Design Work										
Engineering			\$ 513,191							
Environmental Work										
Right-of-Way Acquisition			\$ 939,221							
Construction			\$ 2,795,000							
Contract Administration			\$ 731,273							
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 4,978,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed								
July			\$103,705							
August			\$103,705							
September			\$103,705							
October			\$103,705							
November			\$103,705							
December			\$103,705							
January			\$726,076							
February			\$726,076							
March			\$726,076							
April			\$726,076							
May			\$726,076							
June			\$726,076							
Total per Fiscal Year	\$ -	\$ -	\$ 4,978,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official
 Signature: [Signature]
 Title: INTERIM GM/CEO
 Date: 7/22/15
 Print name of person signing: JACK REAH

Northern Virginia Transportation Authority
 Signature: [Signature]
 Title: NVTA Executive Director
 Date: 7/7/15
 Print name of person signing: Monica Baetmon

APPENDIX D

TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVTA Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTA Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTA Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTA Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTA Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade of business" within the meaning of Section 162 of the Code.

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes.



CERTIFICATION

I hereby certify that at its May 28, 2015 meeting, in a motion by Mr. Euille, seconded by Mrs. Hynes, the voting recorded as follows: Mr. Downey – Aye, Mr. Goldman – Aye, Mr. Euille – Aye, Mr. Evans – Aye, Ms. Tregoning – Aye, Ms. Harley – Aye, Mrs. Hynes – Aye, and Mr. Price – Aye, the Washington Metropolitan Area Transit Authority Board of Directors approved the attached 2015-33 Resolution,
“SUBJECT: Authorization to Sign NFTA Standard Project Agreement for Traction Power Upgrades in Virginia”.

Given under my hand this 16th day of June 2015.



Jennifer Ellison
Board Corporate Secretary

**Washington
Metropolitan Area
Transit Authority**

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

By Metrorail:
Judiciary Square—Red
Line
Gallery Place-Chinatown—
Red, Green and
Yellow Lines
By Metrobus:
Routes D1, D3, D6, P6,
70, 71, 80, X2

PRESENTED AND ADOPTED: May 28, 2015

SUBJECT: POLICY REGARDING ACCEPTANCE OF NVTA FUNDING TO SATISFY NORTHERN VIRGINIA LOCALITIES' CONTRIBUTIONS TO WMATA CAPITAL PROGRAMS

2014-34

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

WHEREAS, The Northern Virginia Transportation Authority (NVTA) is authorized to fund certain transportation capital improvement projects within Northern Virginia's Planning District Eight; and

WHEREAS, The funding provided by NVTA is limited to certain uses; and

WHEREAS, Portions of the Washington Metropolitan Area Transit Authority's (WMATA) annual capital programs are qualified uses for NVTA funding; and

WHEREAS, Board Resolution 2014-08 establishes a policy on NVTA funding; and

WHEREAS, It is the intent of the Board of Directors to rescind Board Resolution 2014-08, in order to clarify its policy on the use of NVTA funds as described herein; and

WHEREAS, Board Resolution 2011-30 requires Board of Directors approval of applications for local grant funds and agreements with jurisdictional partners; and

WHEREAS, The NVTA requires an agency's governing body to authorize the execution of NVTA's Standard Project Agreement for Funding and Administration (SPA) prior to an agency's ability to draw on the approved funds; and

WHEREAS, The NVTA requires that WMATA fund projects in advance and seek reimbursement of costs from NVTA; and

WHEREAS, The NVTA requires that before NVTA provides funds for a project or system that is built or managed in concert with non-NVTA member jurisdictions, the non-member jurisdictions must pay or commit to pay their respective proportionate shares of the larger project or system costs; and

WHEREAS, WMATA's Capital Funding Agreement (CFA) and the associated annual work plan satisfies the foregoing NVTA requirement; and

Motioned by Mr. Euille, seconded by Mrs. Hynes

Ayes: 8 – Mr. Downey, Mr. Goldman, Mr. Euille, Mr. Price, Ms. Tregoning, Ms. Harley, Mrs. Hynes and Mr. Evans

WHEREAS, WMATA and its jurisdictional partners may amend, extend, or enter into additional or replacement CFAs, with associated annual work plans or similar plans providing annual jurisdictional funding commitments, that will satisfy the NVTA requirement for non-member jurisdictions to pay or commit to pay their respective proportionate shares of the larger project or system costs; and

WHEREAS, The WMATA capital program funds transit projects through the Virginia/Maryland/District of Columbia region served by WMATA; and

WHEREAS, The northern Virginia jurisdictions participating in WMATA's capital program require that, as a prerequisite to NVTA funds being provided for WMATA's capital program, the NVTA funds received for such programs must be counted towards their contributions to the capital program; and

WHEREAS, For each project proposed for funding, in whole or in part, by NVTA, the Board of Directors will be requested to authorize the General Manager and Chief Executive Officer to negotiate and execute a SPA covering the NVTA-approved project, at which time the manner in which the NVTA funds will be counted towards the Northern Virginia jurisdictions' contributions to WMATA's capital program will be detailed in the Board authorization and consistent with this resolution; now, therefore be it

RESOLVED, That Board Resolution 2014-08 is hereby rescinded in its entirety; and be it further

RESOLVED, That the Board of Directors hereby adopts as its policy that NVTA funds may be accepted to fund portions of its capital program, as set forth in associated annual work plans; and be it further

RESOLVED, That WMATA will fund approved NVTA projects in advance and seek reimbursement of costs from NVTA; and be it further

RESOLVED, That to the extent such NVTA funds are accepted, the NVTA funds received for such programs shall be counted towards the contributions of the Northern Virginia jurisdictions participating in WMATA's capital program; and be it further

RESOLVED, That for each project proposed for funding, in whole or in part, by NVTA, the Board of Directors will be requested to authorize the General Manager and Chief Executive Officer to negotiate and execute a SPA covering the NVTA-approved project, at which time the manner in which the NVTA funds will be counted towards the Northern Virginia jurisdictions' contributions to WMATA's capital program will be detailed in the Board authorization consistent with this resolution; and be it finally

RESOLVED, That this Resolution shall be effective 30 days after the passage by the Board of Directors in accordance with the §8(b) of the Compact.

Reviewed as to form and legal sufficiency,



Mark R. Pohl
Acting General Counsel

WMATA File Structure Nos.:
4.3.2. Jurisdictional Funding Agreements