



**Finance & Administration Committee**

**Action Item III-A**

**July 10, 2014**

**DC Student Transit Subsidy Agreement**

Washington Metropolitan Area Transit Authority  
**Board Action/Information Summary**

Action  Information

MEAD Number:  
200903

Resolution:  
 Yes  No

**TITLE:**

DC School Subsidy Agreement

**PRESENTATION SUMMARY:**

The recently updated agreement between WMATA and the District of Columbia for reduced DC student fares requires Board approval.

**PURPOSE:**

To present the Board with the updated agreement between WMATA and the District of Columbia for reduced DC student fares on Metrobus and Metrorail, which reflects recent policy and technological changes, and to request approval and authorization for the GM/CEO to execute the agreement.

**DESCRIPTION:**

**Key Highlights:**

- The updated agreement reflects changes resulting from the “Kids Ride Free” program approved by the DC Council in June 2013 that provides DC students with free rides on Metrobus and DC Circulator and continues reduced fares on Metrorail.
- The updated agreement also anticipates current and future changes to student fare products associated with the upcoming elimination of paper-magnetic farecards in the Metrorail system in approximately 18 months.

**Background and History:**

The School Transit Subsidy program in the District of Columbia started after the adoption of the School Transit Subsidy Act of 1978 (D.C. Law 2-152, D.C. Official Code § 35-233(g) (60 DCR 11805)) by the Council of the District of Columbia. With the passage of this Act, the District Department of Transportation (previously delegated to the Department of Public Works), initiated an agreement with WMATA to create subsidized fares for District students, based upon criteria established by the District. This agreement, whereby the District of Columbia makes equitable payments to WMATA for these reduced fares, is consistent with Compact Section 79. Since the program was initially created, WMATA and the District of Columbia have modified the student reduced fare agreement occasionally as needed to reflect service changes, fare policy changes, and fare payment technology changes.

In June 2013, the DC Council approved the *Free Transportation for Students Amendment Act* (also known as the “Kids Ride Free” program) which provides all District of Columbia students with free access to Metrobus and DC Circulator and maintains reduced fares on Metrorail. WMATA, in turn, successfully implemented the Kids Ride Free program in time for the opening of the 2013-2014 school year using a paper “flash pass,” and the program has substantially increased the number of student trips taken on Metrobus.

**Discussion:**

WMATA is now transitioning all District of Columbia students to a fully electronic “Kids Ride Free” pass on the DC One card that will eliminate the paper flash pass. WMATA is also in the process of eliminating other paper-magnetic farecard products, including farecard products for students, in advance of the anticipated elimination of all paper-magnetic farecards from the Metrorail system in approximately eighteen months.

The staffs from WMATA and the District of Columbia have jointly agreed on the necessary modifications to the student reduced fare agreement to reflect these recent fare policy and fare payment technology changes.

**FUNDING IMPACT:**

The DC reduced student fare program, including the Metrobus changes resulting from “Kids Ride Free,” is already included in the FY2015 operating budget, and the updated agreement does not include any modifications requiring further changes in assumptions regarding utilization or repayment rates. Therefore, the funding impact is zero for FY2015.	
Project Manager:	Thomas J. Webster
Project Department/Office:	CFO/OMBS

**TIMELINE:**

<b>Previous Actions</b>	N/A
<b>Anticipated actions after presentation</b>	WMATA and DDOT staff will jointly develop a timeline for elimination of student tokens and other student paper fare media (Summer/Fall 2014)

**RECOMMENDATION:**

Approve the updated reduced fare agreement and authorize the GM/CEO to execute the agreement.



Washington Metropolitan Area Transit Authority

# DC Student Subsidy Agreement

Finance & Administration Committee

July 10, 2014



# Purpose

- Request Board approval of updated agreement for reduced DC student bus and rail fares and Board authorization for GM/CEO to execute agreement



# Background

- Reduced fares for DC students since 1970s
- Fare “buydown” agreements permitted by Compact
- Fare agreement has been modified as policies and technologies change





# Recent Changes Reflected in Updated Agreement

- DC Council approved free trips on Metrobus in June 2013 with “Kids Ride Free” program
  - Metro implemented for 2013-14 with “flash pass”
  - Now transitioning to electronic pass on DC One card
- Metro also working to eliminate monthly student paper passes as part of broader paper farecard elimination effort



# Next Steps

- Reach agreement with DDOT on timeline for elimination of student tokens and all student paper fare products





# Recommendation

- Approve updated DC student fare agreement and authorize GM/CEO to execute agreement

SUBJECT: REDUCED FARE AGREEMENT FOR DISTRICT OF COLUMBIA STUDENTS

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

WHEREAS, Since the late-1970s, the Washington Metropolitan Area Transit Authority (WMATA) has offered reduced Metrobus and Metrorail fares to students in the District of Columbia (DC) under an agreement with DC whereby DC makes equitable payments to WMATA for these reduced fares, consistent with Compact Section 79; and

WHEREAS, In the past, WMATA and DC have modified the student reduced fare agreement as needed for service changes, fare policy changes, and fare payment technology changes; and

WHEREAS, In June 2013, the Council of the District of Columbia approved the *Free Transportation for Students Amendment Act* (also known as the "Kids Ride Free" program) which provides all DC students with free access to Metrobus and DC Circulator, and maintains reduced fares on Metrorail; and

WHEREAS, WMATA successfully implemented the Kids Ride Free program in time for the opening of the 2013-2014 school year using a paper "flash pass," and the program has substantially increased the number of student trips taken on Metrobus; and

WHEREAS, WMATA is now transitioning all DC students to a fully electronic "Kids Ride Free" pass on the DC One card, which will eliminate the paper flash pass; and

WHEREAS, WMATA is also in the process of eliminating various paper-magnetic farecard products, including farecard products for students, in advance of the anticipated elimination of all paper-magnetic farecards from the Metrorail system in approximately 18 months; and

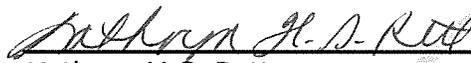
WHEREAS, The staffs from WMATA and DC have jointly agreed on the necessary modifications to the student reduced fare agreement to reflect these recent fare policy and fare payment technology changes; now, therefore be it

RESOLVED, That the Board of Directors approves the attached student reduced fare agreement; and be it further

RESOLVED, That the Board of Directors directs the General Manager/Chief Executive Officer to execute the agreement on its behalf; and be it finally

RESOLVED, That this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



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Kathryn H.S. Pett  
General Counsel

WMATA File Structure No.:  
4.3.1 Fare and Fee Agreements

PROPOSED

**SCHOOL TRANSIT SUBSIDY AGREEMENT  
BETWEEN  
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
AND THE DISTRICT OF COLUMBIA**

This Agreement is made between the Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") and the District of Columbia ("District" or "DC"), acting by and through the District Department of Transportation ("DDOT").

**RECITALS**

WHEREAS, it is the desire of the District to provide for the transportation of District students going to and from District public, charter, parochial and private schools (individually, "School," and collectively, the "Schools") and to and from related educational activities in the District; and

WHEREAS, WMATA operates the Metrobus and Metrorail transportation services within the District; and

WHEREAS, by an act of the Council of the District of Columbia entitled "The School Transit Subsidy Act of 1978", effective March 6, 1979 (D.C. Law 2-152, as amended; D.C. Official Code § 35-231 *et seq.* (2014)), and Mayor's Order 2006-104 (July 28, 2006), the Director of DDOT is authorized to enter into an agreement with WMATA for the transportation, at a reduced fare, of students traveling to and from Schools and to and from related educational activities in the District, and youth in the District's foster care system traveling for educational or employment purposes; and

WHEREAS, both the District and WMATA (collectively, "the Parties") intend to fully cooperate in the achievement of their common goals, among which is the implementation of this student transportation program.

NOW, THEREFORE, the Parties heretofore agree as follows:

**RIGHTS AND RESPONSIBILITIES**

Article I

A. WMATA, in coordination with DDOT, shall:

1. Provide Student Metrorail Farecards, Student Metrobus Fare Tokens, SmartStudent Passes (collectively, "Student Fare Media") to students;

2. Establish appropriate programming for acceptance of the Student Metrorail Farecards, the pass-enabled student DC One Card and the SmartStudent pass by the Metrorail automated fare collection system; and
3. Provide monthly certifications to the District within thirty (30) days after both the close of the month and receipt of any necessary information from the Schools, as more fully described below in Article IV.B.

B. In the event that the District implements a change in the student fare policy which does not coincide with a general fare rate increase or which is different from the programming needed to implement a general fare rate increase, thus resulting in additional expense to WMATA, the District shall pay the additional costs directly attributable to the change that WMATA must make to the automated fare collection system.

## Article II

A. DDOT shall:

1. Administer the student subsidy program for the sale of WMATA Student Fare Media and issuance of DC One cards;
2. Promulgate rules and regulations as necessary;
3. Make periodic subsidy payments to WMATA; and
4. Obtain such information from the Schools as may reasonably be requested by WMATA, as more fully discussed below.

## Article III

A. Eligibility Requirements

1. Student fares on the Metrobus and Metrorail transit systems shall be available only to persons who:
  - a. (1) Are under twenty-two (22) years of age, including children with disabilities, as defined by the Individuals with Disabilities Education Act, approved April 13, 1970 (P.L. 91-230; 84 Stat. 175; 20 U.S.C. § 1401), through the end of the semester in which such person reaches twenty-two (22) years of age;
  - (2) Are residents of the District of Columbia;
  - (3) Are currently enrolled in a regular course of instruction at a School located in the District of Columbia;

(4) Have a need to use Metrobus and Metrorail for travel to and from School and to and from related educational activities as determined by the District; and

(5) Are certified as eligible by DDOT.

b. (1) Are youth in the District's foster care system (December 24, 2013, D.C. Law 20-61, Foster Youth Transit Subsidy Amendment Act of 2013), until they reach twenty-one (21) years of age;

(2) Are residents of the District of Columbia;

(3) Have a need to use Metrobus and Metrorail for educational or employment purposes as determined by the District; and

(4) Are certified as eligible by DDOT.

2. Student fares on the Metrorail transit system shall be available only to persons who possess a valid DC One card or other student (or foster care youth) identification as DDOT may authorize.

**B. Student DC One Card Electronic Passes**

1. Each Student DC One Card encoded with the Kids Ride Free on Bus electronic pass for free travel on the Metrobus or DC Circulator between the hours of 5:30 a.m. and 9:00 a.m. and 2 p.m. until 8 p.m. on regular school days shall be valid for a period of one (1) academic school year, i.e., the period from the opening of regular school programs, typically in August, until the closing of regular school programs, typically in June, as established by the DC Board of Education ("Student Travel Card Year") or for the summer months, as stipulated by the DC Board of Education.

2. Each Student DC One Card may also be encoded for a Student Monthly pass on Metrobus and Metrorail for a cost of thirty dollars (\$30.00) per month, or ten (10) rail trips for a cost of nine dollars and fifty cents (\$9.50), or ten (10) bus trips on Metrobus for a cost of seven dollars and fifty cents (\$7.50), or as provided otherwise by the District.

3. The Student DC One Card is acceptable for any required add fare transaction, but is not acceptable for trade-in by the farecard vending machines.

4. Lost DC One Cards – DDOT shall issue month-to-month replacement letters to purchase Student Metrorail Farecards if a DC One Card is lost or stolen. Students are responsible for obtaining DC One Cards through their respective school or DC One Card Customer Service Center.

C. Student Metrobus Fare Tokens

1. Beginning no later than August 1, 2014, student bus fare tokens will only be available for purchase through the DDOT bulk purchase process for use in conjunction with official school trips.

D. DC Student Paper Passes

1. SmartStudent Passes valid for student monthly travel on Metrobus or Metrorail at a cost of thirty dollars (\$30.00) per month and DC Student Farecards valid for 10 rail trips on Metrorail at a cost of nine dollars and fifty cents (\$9.50) can be purchased at a Metro sales office by eligible District students, on a limited basis, and through bulk purchase until WMATA ceases production of paper passes.

E. Bulk Purchases

1. A School or District agency requesting a bulk purchase of fare media as described herein must have the request approved in writing by the DDOT's Office of Mass Transit or must have such other authorization as may be determined by the District.
2. By authorizing a School to make bulk purchases of WMATA fare media, the District shall not be responsible for the School's payments for such bulk payments. Such approval must be exhibited to WMATA at the time that the bulk purchase is made.
3. All bulk purchases shall be processed at the Metro Sales Office, Metro Center rail station entrance at 12<sup>th</sup> and F Streets, N.W., and must be made using cash, cashier's check, certified check, money order, credit card or purchase order from a School located within the District. Payments for bulk purchases of WMATA fare media shall be made at the time of purchase.

F. Fare

1. On regular school days for regular route transportation on the Metrobus Transit System and DC Circulator within the District between the hours of 5:30 a.m. and 9:00 a.m. and 2 p.m. until 8

p.m., no student shall be charged a bus fare. Student travel at all other times on regular school days, Saturdays and Sundays shall be charged at the regular rate charged to passengers other than students and senior citizens or persons with disabilities, or shall be charged at the regular school transit subsidy rate if a 10-trip or 30-day monthly pass is used.

2. The fare to be paid by students on regular school days for regular route transportation during peak and off-peak hours on the Metrorail Transit System within the District of Columbia shall be (A) \$30.00 for a monthly pass; and (B) \$9.50 for a 10-trip pass.

The fares listed above shall be modified by the same percentage as future WMATA fare increases or decreases, rounded to the nearest dime (\$0.10).

3. Limitations on Fares

- a. Student fares on Metrobus and Metrorail will apply only to those trips that are made exclusively within the District of Columbia. The student fares for trips that originate or terminate in Virginia or Maryland will be charged at the regular non-student rate except at Silver Spring, Friendship Heights, Capitol Heights, Southern Avenue and Naylor Road Metro Stations in Maryland.
- b. Metrorail student farecards shall be signed by the student immediately upon purchase and shall be nontransferable. No person, other than the one for whose use such farecard is issued, shall use a Metrorail student farecard to ride the Metrorail system.
- c. Upon sufficient notice, use of student electronic and paper farecards, SmartStudent Pass and Metrobus student tokens may be restricted or suspended, as the District may determine. Similar limitations may be placed on the sale and distribution of farecards, tokens and passes during periods of restricted travel, as determined by the District.

#### Article IV

- A. Subsidy

Except as prohibited in Article V, Section A, the District shall provide a subsidy to WMATA for students using the Metrobus and Metrorail systems

using student Metrorail farecards, SmartStudent passes the Student DC One Card electronic passes, and student Metrobus tokens.

1. Determination of Subsidy

a. Metrorail

- i. The subsidy will be based on the difference between the amount paid by the student and the calculated average full fare for passenger trips made within the District by District residents. The difference so calculated will then be multiplied by the number of student trips made within the District.
- ii. The total number of weekday, Saturday, and Sunday school trips on Metrorail will be determined by fare gate counts taken by WMATA on a monthly basis. Each count will include two weekdays, one Saturday, and one Sunday.
- iii. The calculated full regular fare for District students' trips will be determined from the most recent Metrorail Passenger Survey conducted by WMATA. The survey data will provide station-to-station trips by District students and applicable full fare for these trips, in order that average peak, off-peak, and all-day average full fares may be determined. These average full fares, less the amount paid by the student, will determine the estimated weekday, Saturday, and Sunday subsidy rates to be charged to the District. The all-day average full fare, less the amount paid by the student, will determine the weekday subsidy rate, and the weekday off-peak average full fare, less the amount paid by the student, will determine the Saturday and Sunday subsidy rate.

b. Metrobus

The subsidy will be based on the difference between the payment per trip charged to the student and the average of the District of Columbia base fare. The difference so calculated will then be multiplied by the number of student tokens collected by WMATA.

c. SmartStudent Pass

The subsidy will be based on the difference between the payment by the student per pass and the cost of four (4) one-week Metrobus passes. The District shall also pay to WMATA the difference between the regular adult fare paid by District residents and the base Metrobus fare for each Metrorail trip taken with a SmartStudent pass.

B. Subsidy Payment and Certification

1. WMATA shall bill the District at least thirty (30) days before the beginning of each quarter in an amount equal to the estimated advance subsidy payment for the coming quarter. Subject to an audit acceptable to the Mayor of DC, the District, upon receiving such bill, shall pay WMATA on the first day of the new quarter coinciding with the billing date, except as may be prohibited in Article V, Section A. The District may make modifications to the estimated advance subsidy payment based on the estimated District balance held in this account by WMATA, but shall not make any modification that reduces the estimated District balance below the amount estimated to be necessary to cover current subsidy payment requirements.
2. The quarterly invoice submitted by the WMATA shall include an analysis showing the previous District advance subsidy payment, the adjustments based on actual usage, and the current District balances in this account.
3. WMATA shall certify to the District, as soon as practicable following the end of each calendar month, but no later than thirty (30) days after both the end of the month and the receipt of any required information from all Schools in the School Subsidy program, the subsidy payments for Metrobus and Metrorail in accordance with D.C. Official Code § 35-236(a) (2014).
4. The subsidy (Article IV.A.1.b.) for Metrobus will be the base Metrobus regular SmarTrip fare.

The subsidy and payment shall be per terms of the School Transit Subsidy Agreement. For the period from the date that the program begins (August 12, 2014) through September 30, the parties estimate that the incremental cost from this program will be \$450,000. WMATA will bill the District for this amount in addition to any other amounts due under the School Transit Subsidy

Agreement, and this shall serve as the advance subsidy payment per the terms of the existing agreement.

C. Interest

Pursuant to D.C. Official Code § 35-236(b), the District shall receive an interest credit from WMATA for any advanced subsidy payments paid by the District to WMATA.

Article V

A. Anti-Deficiency

1. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 (a)(1), nothing contained in this Agreement shall be construed as binding on DDOT or the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this Project for that fiscal year, or as involving the DDOT and the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations.
2. It is expressly understood and agreed that WMATA's provision of service at the subsidized rates is conditioned on the District of Columbia's payment of the required subsidy. To the extent that the District of Columbia fails to pay the subsidy or is prevented under the Anti-Deficiency Act from paying the subsidy, WMATA is authorized to suspend or terminate this program at the end of the last month for which funds have been made available to WMATA.

B. Quarterly Reconciliation and Records - A quarterly reconciliation shall be provided to the District in the following quarter, showing the monthly school subsidy certification amounts, payments received from the District, interest owed to the District for advanced subsidy payments, and month-end balances. Should there be any changes to any laws or regulations which affect DDOT's ability to verify the amount owed by DDOT to WMATA under this Agreement, DDOT shall provide a copy of that law or regulation to WMATA and the Parties agree to work together to develop a procedure for DDOT to obtain the required information without an undue burden to WMATA.

C. Dispute Resolution Any disputes between DDOT and WMATA arising out of this Agreement may be disposed of by the Parties by written agreement and/or amendment of this Agreement. If the Parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issue(s) to the other Party. The other

Party may respond within thirty (30) days. If the dispute is not resolved within thirty (30) days following the response or if there is no response within thirty (30) days, the dispute shall be resolved as discussed in Article V, Section D.

D. Alternative Dispute Resolution ("ADR") and Court Jurisdiction

1. ADR: The Parties agree to make their best good faith efforts to resolve any disputes which relate to or arise under this Agreement. Absent resolution, the Parties may agree to pursue any type of alternative dispute resolution procedure, which appears to have a likelihood of successfully resolving any dispute. Any Party may propose and the Parties may agree to any type of dispute resolution procedure, including, but not limited to, mediation, arbitration, mini-trial, etc.
2. Court Jurisdiction: In the event the Parties do not jointly elect to use the procedure set forth in subsection 1 of this Section, any Party may commence a civil action for resolution of the dispute in the United States District Court for the District of Columbia.

E. Governing Law

This Agreement shall be governed by the laws of the District of Columbia.

F. Amendments

This Agreement may not be amended or modified in any respect except by an instrument in writing signed by the Parties.

G. Term

This Agreement shall be effective on the date the last signature is affixed hereto, and shall continue in effect until whichever condition listed below occurs first, subject to the annual appropriation of funds:

1. Such time as either Party gives ninety (90) days written notice of termination;
2. The School Transit Subsidy Act of 1978, as amended, is repealed;  
or
3. On September 30, 2025.

H. Termination

This Agreement may be terminated in whole or in part upon the written agreement of the Parties, unless sooner terminated in accordance with Article V, Section G, above.

I. Assignment

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless consent for such transfer or assignment is first approved in writing by the Parties.

J. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the Parties may designate by notice given in accordance with this paragraph). Such correspondence shall be deemed delivered, upon the earlier to occur of the following: the day delivered by hand delivery; the third day following the day on which the same shall have been mailed by U.S. registered or certified mail, return receipt requested, with all postal charges prepaid, to the respective addresses set forth below; or actual receipt at the Parties' addresses.

Washington Metropolitan Area Transit Authority

Richard R. Sarles  
General Manager & Chief Executive Officer  
600 Fifth Street, N.W.  
Washington, D.C. 20001

with copies to:

Kathryn H. S. Pett, Esq.  
General Counsel  
600 Fifth Street, N.W.  
Washington, D.C. 20001

J. Blair Fishburn  
Acting Chief Financial Officer  
600 Fifth Street, N.W.  
Washington, D.C. 20001

Raj Srinath  
Treasurer  
600 Fifth Street, N.W.  
Washington, D.C. 20001

District Department Of Transportation:

Matthew T. Brown  
Acting Director  
District Department of Transportation  
55 M Street, SE (7<sup>th</sup> floor)  
Washington, DC 20003

with a copy to:

Carl Jackson  
Associate Director  
Progressive Transportation Services Administration  
Mass Transit Administration  
District Department of Transportation  
55 M Street, SE (5<sup>th</sup> floor)  
Washington DC 20003

K. Non-Discrimination

The Parties shall abide by the provisions of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Americans With Disabilities Act (104 Stat. 327; 42 U.S.C. §§ 12103 et seq.), the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public. Nothing in the advertising for employees shall be done which prevent those covered by these laws from qualifying for employment.

L. Severance of Terms and Compliance with Applicable Law

The Parties shall comply with all applicable laws, regulations, and rules. This agreement is subject to all laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse

any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this Agreement.

M. Captions

The headings throughout this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

N. Lobbying Restriction

The Parties shall abide by the provisions of 18 USC § 1913, which states: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of Section 1352(a) of Title 31 of the United States Code.

O. Interest of Members of Congress

Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose or intent of any Act of Congress or the law of the District of Columbia establishing, affecting, or relating to this agreement. Pursuant to 41 USC § 22, no member of Congress shall be admitted to any share of part of this agreement, or to any benefits that may arise therefrom.

P. Counterparts

This Agreement may be signed in one or more identical counterparts, whether transmitted by telecopier or otherwise. Each such counterpart shall be deemed an original for purposes of this Agreement.

Q. Procurement Practices Act

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this Agreement, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01, *et seq.*) to procure the goods or services.

R. Confidential Information

The Parties to this Agreement shall use, restrict, safeguard and dispose of all information related to services provided by this Agreement, in accordance with all relevant federal and local statutes, regulations, policies.

S. Consistent With Law

The Parties shall comply with all applicable laws, rules and regulations whether now in effect of hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date therein written.

*[Signatures on Following Page]*

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Richard R. Sarles.  
General Manager & Chief Executive Officer

DISTRICT OF COLUMBIA GOVERNMENT

By Matthew T. Brown July 2, 2014 Date \_\_\_\_\_  
Matthew T. Brown  
Acting Director  
District Department of Transportation