

Consent Item (A) 11-16-2023

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

☒ Action ☐ Information

Document
Number:
205641

Resolution:
☒ Yes ☐ No

Presentation Name:

District of Columbia 24-Hour Metrobus Service Agreement

Project Manager:

Mark Phillips

Project Department:

Planning and Performance

Purpose/Key Highlights:

To seek the Board's approval of a temporary Reimbursable Project Agreement to provide 24-hour enhanced service on 13 Metrobus lines in the District of Columbia. Key highlights include:

- Agreement will fund service from December 17, 2023 to September 30, 2024, in the amount of \$9.181 million to cover operations, security, and communications.
- Enhances service on 13 routes in the Frequent Service Network: extends span of service to 24 hours all week, at minimum headways of 20 minutes.
- Six routes cross jurisdictional borders to serve Metro stations and transit centers.
- Increases the FY24 operating budget by \$6.886 million for the enhanced service.
- Both parties anticipate program success, and will work to include the 24-hour service in Metro's FY25 budget. DC will continue to fund the enhanced service at the non-regional platform rate.

Interested Parties:

District of Columbia Department of Transportation

Background:

In December 2022, the Council of the District of Columbia passed the Metro for DC Amendment Act of 2022 (D.C. Law 24-335; DC Official Code 50-921.02(h)(1)(B)), referred to here as the Act. One element of the Act directed the District Department of Transportation (DDOT) to enter into a “fare buydown agreement” with WMATA to facilitate “[d]aily 24-hour Metrobus service on at least 12 Metrobus lines in the District, with a maximum of 20 minutes between any scheduled bus arrival at any stop.” The Act further required that the 12 Metrobus lines be selected “based on high ridership, with an emphasis on serving major corridor and activity centers.”

During the Spring of 2023, Metro staff worked with colleagues at DDOT to select candidate routes and to develop a service plan and cost estimates. With DDOT’s input, staff selected 13 routes in the Frequent Service Network and developed a service plan that met the requirements of the Act. Staff from multiple departments also developed cost estimates for extending the span of service, delivering at least 20-minute headways, providing MTPD security coverage, and deploying a robust customer communications and public outreach campaign. Taken together, that cost estimate was \$12 million for a full year of service, including a mix of ongoing service costs and one-time start-up and public outreach costs. Staff shared the plan and cost estimate with DDOT staff in May 2023.

Later in May, the D.C. Council approved a budget bill that appropriated a total of \$9.2 million dollars for 24-hour service over the District’s fiscal year 2024 (October 2023 – September 2024). That appropriated budget amount is sufficient for nine months of 24-hour service. Metro and DDOT staff then worked to develop business terms and a legal funding agreement with a nine-month term to provide the 24-hour service as a temporary reimbursable project.

Discussion:

The DC 24-Hour Metrobus Reimbursable Agreement (The Agreement) provides funding for approximately nine months of enhanced service on 13 routes in the Frequent Service Network. In this case, enhanced service means operating service 24 hours a day at minimum headways not longer than 20 minutes. The enhanced service will be incorporated into the larger package of bus service changes starting on or about December 17, 2023. The overnight routes include:

- 32: Pennsylvania Avenue
- 33: Wisconsin Avenue
- 52: 14th Street
- 70: Georgia Avenue / 7th Street
- 80: North Capitol Street
- 92: U Street-Garfield

A6/A8: Anacostia-Livingston
B2: Bladensburg Road-Anacostia
H4: Crosstown
S2: 16th Street
V2: Capitol Heights-Minnesota Avenue
W4: Deanwood-Alabama
X2: Benning Road / H Street

The District's funding for this program includes all incremental operating costs for the enhanced bus service; increased Transit Police staffing and operations during overnight service; and funding for system signage and a communications campaign to notify customers, late-night businesses, and community partners. The Agreement also credits the District for fare revenue estimated to be collected during overnight service.

ESTIMATED PROGRAM INCREMENTAL COSTS

Cost Category	Estimated Cost
Estimated Service Cost	\$8,290,000
Estimated Security Cost	\$775,830
Estimated Communication Cost	\$325,420
Estimated Revenue	-\$210,000
Total Cost of 24-Hour Service	\$9,181,250

The Agreement will fund enhanced service through September 30, 2024. The nine-month timeline was determined by, and aligned with, the District's approved funding for the program in its FY 2024 budget. Both parties anticipate that the service will be successful and will work together to integrate the 24-hour enhanced service into Metro's service plan and standard budget process, starting with Metro's FY 2025 budget. Staff anticipates adding the service as a reimbursable project fully funded by the District at the non-regional platform rate.

Because the Agreement is a temporary reimbursable project lasting for nine months, a Title VI equity analysis is not required. However, staff did incorporate the 24-hour service proposal into public outreach for the FY 2024 budget and performed a full Title VI equity analysis. A public survey of 2,000 participants found broad support for the proposed service, with very little difference in the results based on race or income:

Survey Results on Support for 24-Hour Bus Service in DC
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Demographics	#	%	Supports	Does Not Support	Not Sure
All respondents	1,986	100%	74%	6%	20%
People of Color	611	31%	74%	7%	19%
Low-income	121	6%	79%	6%	16%
Current Metrobus customers	1,608	81%	75%	6%	19%

Among respondents who were current Metrobus customers, 73% said the extended hours would increase their likelihood of using Metrobus. The same answer was given by 70% of all respondents.

Staff delivered a Title VI equity analysis for the entire package of service changes proposed for the FY24 budget, including the 24-hour service proposal. That analysis found that the service changes would benefit customers who are more likely to be people of color and more likely to be low-income than the system averages, a finding of no potential disparate impact or disproportionate burden. The Board accepted the equity analysis as part of its budget authorization in April 2023.

Funding Impact:

The total cost of the temporary reimbursable project is \$9.18 million over the term of the Agreement (Dec 17 – Sept 30). The 24-hour enhanced service will be fully funded by the District as a reimbursable project.

Approving the Agreement will require the Board to authorize an increase of the FY24 operating budget by [\\$6.886 million](#). [The remaining costs for July 1 through September 30 will be incorporated into Metro’s FY25 budget. Anticipated expenses for 24-hour service in future years \(following this temporary agreement\) will be included in future budgets prior to Board adoption of those budgets.](#)

Previous Actions:

April 14, 2023: Resolution 2023-09, Adoption of Fiscal Year 2024 Operating and Capital Budgets, Fare and Service Changes, and Fiscal Year 2024-2029 Capital Improvement Program, and Approval of Title VI Equity Analysis and Public Participation Report

October 12, 2023: Safety and Operations Committee presentation, “Overnight Metrobus Service”

Next Steps:

Metro will implement the enhanced services in December.

Recommendation:

Approval to: enter into the Temporary Daily 24-Hour Metrobus Service Reimbursable Project Agreement.

SUBJECT: REIMBURSABLE AGREEMENT FOR TEMPORARY DAILY 24-HOUR
METROBUS SERVICE IN THE DISTRICT OF COLUMBIA

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

WHEREAS, Resolution 2011-30, as amended, requires Board of Directors approval of reimbursable agreements over \$500,000; and

WHEREAS, The District of Columbia ("District") and WMATA wish to negotiate an agreement whereby the District, through the District Department of Transportation ("DDOT"), would fully fund the operational costs of service increases to certain Metrobus lines operated by WMATA (the "Temporary Daily 24-Hour Metrobus Service Program"); and

WHEREAS, The Council of the District has approved an initial budget for these costs in an amount not to exceed \$9,181,250, of which \$6.882 million will be expended in WMATA Fiscal Year 2024, which will fully fund the service increases and related costs from on or about December 17, 2023, until September 30, 2024; and

WHEREAS, Expenses of the Temporary Daily 24-Hour Metrobus Service, which will be fully funded by the District, require an increase in the approved FY 2024 Operating Budget; and

WHEREAS, Staff recommends entering into a reimbursable agreement with DDOT for Temporary Daily 24-Hour Metrobus Service, substantially in the form as shown in Attachment A;

NOW, THEREFORE, be it

RESOLVED, That the General Manager and Chief Executive Officer or designee is authorized to negotiate and execute a reimbursable agreement with the District of Columbia to fully fund the operational costs of Temporary Daily 24-Hour Metrobus Service, substantially in the form shown in Attachment A; and be it further

RESOLVED, That the Fiscal Year 2024 Operating Budget's Reimbursable Budget is increased in the amount of \$6.886 million to accommodate the additional expenditures of the Temporary Daily 24-Hour Metrobus Service Reimbursable Agreement, which will be fully funded by the District of Columbia; and be it finally

RESOLVED, That in order to commence Temporary Daily 24-Hour Metrobus Service on or about December 17, 2023, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,

/s/
Patricia Y. Lee
Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
4.3.3 Reimbursable Agreements

TEMPORARY DAILY 24-HOUR METROBUS SERVICE**REIMBURSABLE AGREEMENT**

This **TEMPORARY DAILY 24-HOUR METROBUS SERVICE REIMBURSABLE AGREEMENT** (this “*Agreement*”) is made and executed as of the date last set forth with the Parties’ signatures hereto below by and among **THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (“WMATA”)**, and **THE DISTRICT OF COLUMBIA (“District”)**, acting by and through the District Department of Transportation (“**DDOT**”), (WMATA, the District, and DDOT, each referred to by name or as a “*Party*” and collectively, as the “*Parties*”).

WHEREAS, the Metro for DC Amendment Act of 2022 (D.C. Law 24-335; DC Official Code 50-921.02(h)(1)(B)) directs DDOT to enter into an agreement with WMATA to provide daily 24-hour Metrobus service on at least twelve (12) Metrobus lines in the District, with a maximum of 20 minutes between any schedule bus arrival at any stop; and

WHEREAS, the Council of the District of Columbia (the “Council”) appropriated nine million, one hundred eighty-one thousand, two hundred and fifty dollars (\$9,181,250) in District fiscal year 2024 (October 1, 2023 through September 30, 2024) for this purpose; and

WHEREAS, DDOT desires for WMATA to provide 24-hour Metrobus service with headways no greater than twenty (20) minutes on thirteen (13) routes beginning on or about December 17, 2023, and ending on September 30, 2024, and WMATA is willing to provide the requested Metrobus service, upon the terms and conditions set forth herein; and

WHEREAS, the Parties’ current intent is to explore the possibility of providing the 24-Hour Enhanced Service beyond the Term of this Agreement in the WMATA’s annual fiscal year 2025 budget;

NOW, THEREFORE, the Parties agree as follows:

1. **24-HOUR SERVICE.** In exchange for DDOT’s payment in accordance with Sections 2 and 3 below, and DDOT’s performance of all other obligations hereunder, WMATA agrees to operate enhanced scheduled bus service in revenue service during the Term, which shall be in addition to existing scheduled revenue bus service, (“**24-Hour Enhanced Service**”) on those routes and frequencies set forth in Exhibit A, at the points set forth in Exhibit B and otherwise in accordance with the service definitions and minimum requirements established by WMATA’s Metrobus Service Guidelines, approved December 2020, as may be amended (the “**Guidelines**”) and all other terms and conditions set forth in this Agreement and the then-current WMATA Tariff.

2. **INVOICE & PAYMENT.** WMATA shall bill DDOT as part of WMATA’s regular quarterly subsidy billing, and DDOT shall pay to WMATA, in accordance with existing subsidy processes, as follows:

- a. First Payment: four million, five hundred ninety thousand, six hundred and twenty-five dollars (\$4,590, 625)
- b. Second Payment: two million, two hundred and ninety-five thousand, three hundred and twelve dollars and fifty cents (\$2,295,312.50)
- c. Third Payment: two million, two hundred and ninety-five thousand, three hundred and twelve dollars and fifty cents (\$2,295,312.50).

DDOT shall pay WMATA at the same time as the payment due dates for the regular quarterly subsidy billing, except as may be prohibited by Section 6(c) below. The amounts set forth in this Section 2 are based on (x) the estimated costs set forth in Exhibit C of (i) operating and maintenance costs (including projected costs of extending and improving service spans and levels and time and labor for bus operators, maintenance and support staff) for 24-Hour Enhanced Service, based on the approved non-regional platform billing rate,

established in accordance with WMATA Resolution 98-32 (as may be amended from time to time) (“**Service**”); (ii) Metro Transit Police Department’s costs for providing security and policing during 24-Hour Enhanced Service (“**Security**”); (iii) communicating service plan changes to Metrobus customers and related signage changes, including the costs of public outreach and communications for program start-up and termination (“**Communication**”); less the (y) projected fare revenue attributable to 24-Hour Enhanced Service expected to be collected during the Term (“**Revenue**”).

3. **COST OF GOODS AND SERVICES.** Total cost for goods and services under this Agreement shall not exceed nine million, one hundred eighty-one thousand, two hundred and fifty dollars (\$9,181,250). WMATA shall have no obligation to provide goods or services in excess of this amount unless DDOT has identified and agreed to provide additional funding, which has been authorized and appropriated, to cover this request. To the extent that WMATA provides 24-Hour Enhanced Service that exceeds this amount without DDOT’s identification of funding and agreement to pay, DDOT shall have no obligation to pay for such goods and services. WMATA shall provide DDOT with sixty (60) days’ notice if WMATA anticipates that the cost of the goods and services provided under this agreement will exceed nine million, one hundred eighty-one thousand, two hundred fifty dollars (\$9,181,250) during the Term of this Agreement. To the extent (a) the actual costs of Service, Security, and/or Communication are less than the estimated costs of Service, Security, and/or Communication; and/or (b) the actual Revenue collected by WMATA during the Term is more than the estimated Revenue collected by WMATA during the Term, WMATA shall have no obligation to pay DDOT for any such difference.

4. **TERM & TERMINATION.** The term of this Agreement shall begin on December 17, 2023 (the “**Effective Date**”) and terminate on September 30, 2024, unless earlier terminated in accordance with this Section 4 (the “**Term**”). This Agreement may be terminated by either party by giving no less one hundred eighty (180) days written notice to the other party.

5. **OBLIGATIONS & ACKNOWLEDGEMENTS.**

a. **Services Outside the District.** DDOT understands and agrees that six (6) of the thirteen (13) routes included in the 24-Hour Enhanced Service extend beyond the District’s boundaries to serve a terminal or major transfer point. DDOT agrees to fully fund the incremental costs of the 24Hour Enhanced Service across the entirety of each route set forth in Exhibit A.

b. **Guideline Compliance.** The Parties agree that WMATA at its sole and exclusive discretion may alter, suspend, eliminate, or otherwise modify the 24-Hour Enhanced Service provided by this Agreement, in whole or in part, on a temporary or permanent basis without advanced notice to DDOT, so long as such action is taken in accordance with the Guidelines. The Parties further acknowledge and agree that any change to Metrobus service, including but not limited to, hours of operation, routes, and service levels to ensure compliance with the Guidelines in no way constitutes an amendment or breach of this Agreement. In addition, WMATA at its sole and exclusive discretion, may require and enforce passenger compliance with local public health laws or Centers for Disease Control & Prevention guidance.

c. **Annual Line Performance Report.** WMATA shall incorporate the 24-Hour Enhanced Service into its annual line performance report.

d. **Additional DDOT Obligations.** In addition to its other responsibilities under this Agreement, DDOT shall (i) obtain such approvals of the Council and the District of Columbia Office of the Chief Financial Officer as may be necessary to implement this Agreement; (ii) be the single point of contact and coordinate with other District government agencies as necessary for the successful implementation of this Agreement; and (iii) distribute marketing materials as necessary to inform the public of the 24-Hour Enhanced Service.

e. **Representations & Warranties.** The Parties represent and warrant to one another, on behalf of themselves, that (i) such Party has the full right, power, and authority, and all necessary approvals and authority have been obtained, to enter into this Agreement and each agreement, document,

and instrument to be executed and delivered by such Party pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby; (ii) other than WMATA Board approval no waiver or consent of any person is required in connection with the execution, delivery, and performance by such Party of this Agreement and each agreement, document, and instrument to be executed and delivered by such Party pursuant to this Agreement; (iii) such Party has full capacity and right to make and perform this Agreement and this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; (iv) the making and performance of this Agreement does not and will not violate the provisions of any applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default under, any material agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected; and (v) all consents, approvals, authorizations, and filings with, any governmental authority required under applicable law and regulations for the making and performance of this Agreement have been obtained or made and are in full force.

6. MISCELLANEOUS.

a. **No Prior Agreements.** Except for the representations and warranties contained in this Agreement, WMATA does not make, and hereby disclaims, any other representations or warranties.

b. **Modifications.** Except as otherwise provided herein, any amendment or modification in any respect to the terms and conditions of this Agreement shall be made by an instrument in writing signed by both Parties.

c. **Anti-Deficiency.** The Parties acknowledge and agree that nothing in this Agreement creates a financial obligation in anticipation of an appropriation and that all provisions of this Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46 (the “*Anti-Deficiency Acts*”), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. It is expressly understood and agreed that WMATA’s provision of 24-Hour Enhanced Service is conditioned on DDOT’s payment for such services. To the extent that DDOT fails to pay for the services contemplated under this Agreement or is prevented under the Anti-Deficiency Acts from paying for the 24-Hour Enhanced Service, WMATA may, in its sole and exclusive discretion, suspend or terminate the 24-Hour Enhanced Service at the end of the last month for which funds have been made available to WMATA.

d. **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. If the dispute is not resolved by the Parties within thirty (30) days of such notice, the Parties agree that the then-serving director of DDOT and the then-serving general manager and chief executive officer of WMATA shall attempt to resolve such dispute without court action within thirty (30) days thereafter. If the dispute is not resolved within such thirty (30) days, either Party may commence a civil action for resolution of the dispute in the United States District Court for the District of Columbia. Notwithstanding any provision to the contrary contained in this Agreement, prejudgment interest shall not be paid by one Party to the other Party.

e. **Governing Law.** This Agreement shall be governed by the laws of the District of Columbia, except where any law conflicts with the WMATA Compact, the Compact shall control.

f. **Relationship.** This Agreement shall not be construed as creating a partnership, joint venture or other relationship between the Parties, it being understood that each Party shall be and remain a separate and independent entity for all purposes hereof.

g. **No Waiver of Immunity.** This Agreement shall not be construed as a waiver of either Party’s respective immunities, including, without limitation, municipal and sovereign immunity.

h. **No 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.

i. **Notice.** 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), with copy sent by electronic mail, to the extent such recipient's email address is provided below:

WMATA:

Vice President and Treasurer
300 7th Street, S.W.
Washington, D.C. 20024
Email: rmhaas@wmata.com

with copies to:

Executive Vice President, Chief Legal Officer, and General Counsel
300 7th Street, S.W.
Washington, D.C. 20024
Email: pylee@wmata.com

Executive Vice President and Chief Financial Officer
300 7th Street, S.W.
Washington, D.C. 20024
Email: yolumide@wmata.com

Senior Vice President, Planning & Sustainability
300 7th Street, S.W.
Washington, D.C. 20024
Email: adavis5@wmata.com

DDOT:

Sharon Kershbaum, Interim Director
District Department of Transportation
250 M St. (9th Floor), SE
Washington, DC 20003
Email: sharon.kershbaum@dc.gov

with a copy to:

Carla Longshore, Associate Director
Transit Delivery Division
District Department of Transportation
250 M St. (5th Floor), SE
Washington, DC 20003
Email: carla.longshore@dc.gov

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; the day delivered by email and acknowledged by the recipient; or actual receipt at the Parties' addresses.

j. **Legislative Compliance.** The Parties shall comply with all applicable laws, regulations, and rules. This Agreement is subject to all applicable 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. 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. The Parties shall abide by the provisions of 18 U.S.C. § 1913, which states that 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. 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 U.S.C. § 22, no member of Congress shall be admitted to any share of part of this Agreement, or to any benefits that may arise therefrom.

k. **Headings.** 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.

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

[Signature Page & Exhibits Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth with their signatures hereto below.

WMATA:

THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By: _____
Tom Webster, Executive Vice President and Chief Planning and Performance Officer

Dated

THE DISTRICT:

THE DISTRICT OF COLUMBIA GOVERNMENT, a body politic, acting by and through the District Department of Transportation.

By: _____
Sharon Kershbaum, Interim Director

Dated

[Exhibits to Follow]

EXHIBIT A

LIST OF 24-HOUR ENHANCED ROUTES & FREQUENCIES

The thirteen (13) routes listed below will operate 24-Hour Enhanced Service in the Base Term of this Agreement:

- 32 – Pennsylvania Avenue
- 33 – Wisconsin Avenue
- 52 – 14th Street
- 70 – Georgia Avenue / 7th Street
- 80 – North Capitol Street
- 92 – U Street-Garfield
- A6/A8 – Anacostia-Livingston
- B2 – Bladensburg Road-Anacostia
- H4 – Crosstown
- S2 – 16th Street
- V2 – Capitol Heights-Minnesota Avenue
- W4 – Deanwood-Alabama
- X2 – Benning Road / H Street

Service Levels for 24-Hour Enhanced Service: Each of the routes listed in this Exhibit A shall operate at no greater than a maximum of twenty (20) minute headways. Where existing routes are operated at headways of less than twenty minutes, WMATA shall operate those routes at existing headways.

EXHIBIT B

24-HOUR ENHANCED SERVICE ROUTES

The map below illustrates the geographic footprint of 24-Hour Enhanced Service set forth in Exhibit A.

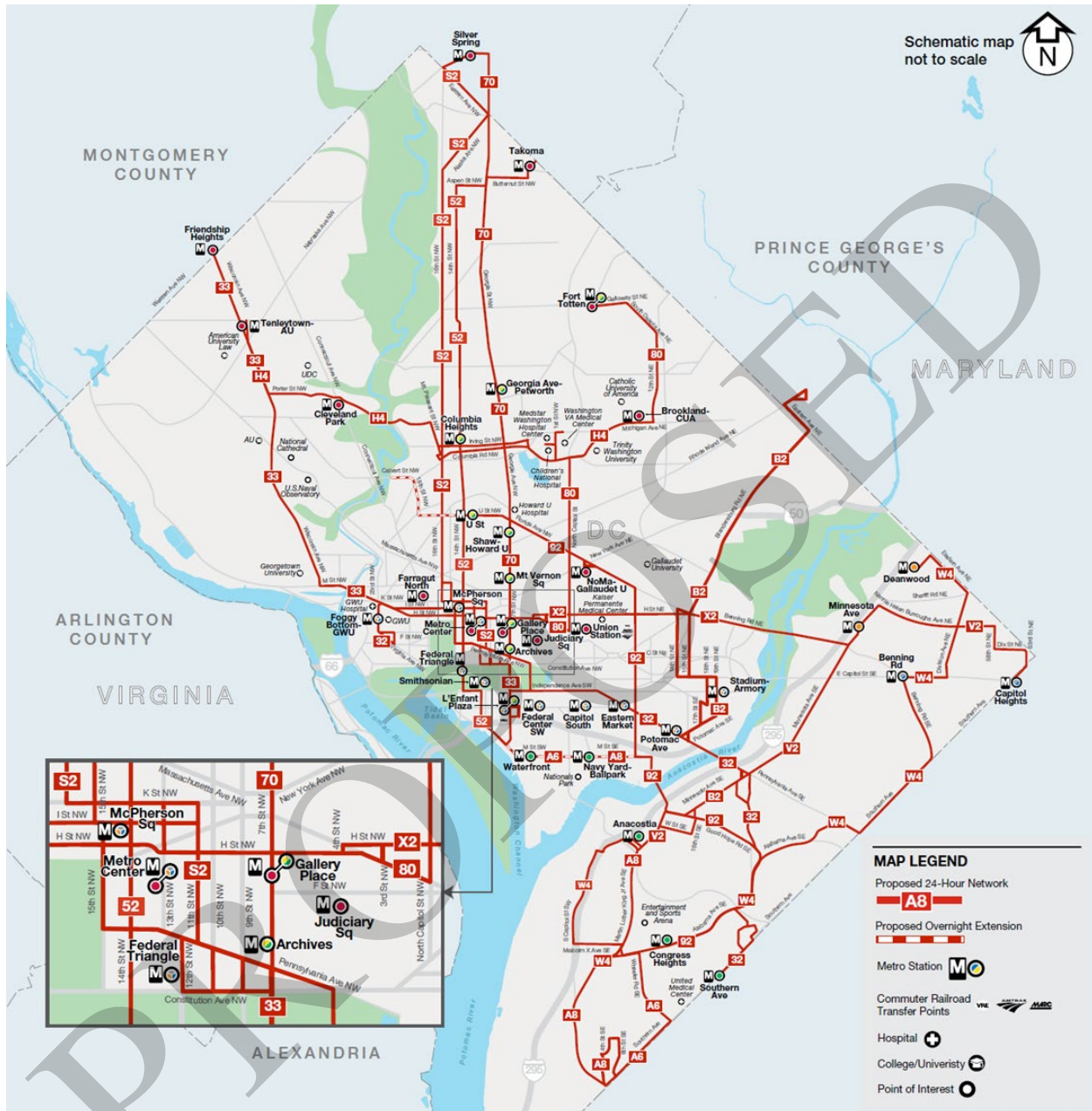


EXHIBIT C

ESTIMATED PROGRAM INCREMENTAL COSTS

Cost Category	
Estimated Service Cost	\$8,290,000
Estimated Security Cost	\$775,830
Estimated Communication Cost	\$325,420
Estimated Revenue	-\$210,000
TOTAL COST OF SERVICE	\$9,181,250