



# Board Document

OVERVIEW			
<b>PRESENTATION NAME</b>	Authorization to Execute a Reimbursable Agreement for P90 (formerly NH2)	<b>DOCUMENT NO.</b>	300119
<b>ACTION OR INFORMATION</b>	Action		
<b>STRATEGIC TRANSFORMATION PLAN GOAL</b>	Financial and Organizational Efficiency;		
<b>RESOLUTION</b>	No		
EXECUTIVE OWNER			
<b>EXECUTIVE TEAM OWNER</b>	Rickard, David B.;		
<b>ORGANIZATION</b>	Finance		
<b>DOCUMENT INITIATOR</b>	Jenny P. Kim		
OTHER INFORMATION			
<b>COMMITTEE</b>	Finance and Capital Committee	<b>COMMITTEE DATE</b>	4/23/2026
<b>PURPOSE/KEY HIGHLIGHTS</b>	Board approval is requested to authorize the General Manager/CEO (or designee) to execute a Reimbursable Funding Agreement with NH Special Events LLC (NH) for Metrobus Route P90 (formerly NH2). The agreement replaces the legacy arrangement to reflect the Better Bus redesign and confirms NH's cost-sharing contribution at seven percent of P90's projected net operating expenses.		
<b>DISCUSSION</b>	Route NH2 was established through a 2016 agreement among WMATA, National Harbor entities, and participating jurisdictions providing service between National Harbor and the King Street Metrorail Station. As part of WMATA's Better Bus network redesign, NH2 was incorporated into Route P90, which now provides broader service coverage while maintaining direct connections to National		



# Board Document

	<p>Harbor.</p> <p>The proposed agreement formalizes the transition from NH2 to P90, renews and confirms National Harbor's continued financial participation. The new agreement reflects National Harbor's proportional benefit from the current service. Other jurisdictions originally party to the 2016 arrangement provided additional funding in the demonstration year, and since that time have been participating through their regular subsidy payments.</p> <p>The new updated agreement:</p> <ul style="list-style-type: none"><li>• Memorializes National Harbor's ongoing financial participation at a level proportionate to its share of service under Route P90;</li><li>• Updates the service reference from Route NH2 to Route P90 to align with the Better Bus Network redesign;</li><li>• Aligns with WMATA's Board-adopted subsidy allocation formula and current reimbursable agreement framework;</li><li>• Provides for adjustments to National Harbor's contribution based on changes in service levels, operating costs, or Board-approved subsidy methodology.</li></ul>
<b>INTERESTED PARTIES</b>	NH Special Events LLC (National Harbor)
<b>RECOMMENDATION/NEXT STEPS</b>	Staff recommends Board authorization to execute the Reimbursable Agreement for Route P90, replacing the previous NH2 arrangement and maintaining National Harbor's share of service support.
<b>FUNDING IMPACT</b>	Private participation in operating expenses provides one avenue through which Metro can provide additional service while managing costs.

SUBJECT: REIMBURSABLE AGREEMENT FOR METROBUS P90 ROUTE WITH NH SPECIAL EVENTS LLC

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, Metrobus Route NH2, originally established through Resolution 2016-31 and an agreement among WMATA, National Harbor entities, and participating jurisdictions, has since been incorporated into Route P90 under WMATA's Better Bus Network redesign; and

WHEREAS, WMATA and NH Special Events LLC desire to renew, update, and continue the prior NH2 funding arrangement, but to reflect the revised service alignment, while maintaining National Harbor's proportional cost participation for the segment of Route P90 providing service between National Harbor and the King Street Metro Station; and

WHEREAS, The updated reimbursable agreement supersedes the prior NH2 arrangement, applies only to WMATA and NH Special Events LLC, and remains in effect unless modified or terminated in accordance with its terms, as other jurisdictions formerly listed under the 2016 agreement now participate through the jurisdictional subsidy allocation process;

NOW, THEREFORE, be it

*RESOLVED*, That the General Manager and Chief Executive Officer, or their designee, is authorized to negotiate and execute a reimbursable agreement with NH Special Events LLC in substantially the same form as set forth in Attachment A; and be it finally



**EXHIBIT A**

**PARTIAL FUNDING AGREEMENT FOR  
P90 METROBUS ROUTE**

**BETWEEN**

**THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,  
AND  
NH SPECIAL EVENTS LLC**

THIS **P90 METROBUS ROUTE PARTIAL FUNDING AGREEMENT** (the "Agreement") is entered into by and between the Washington Metropolitan Area Transit Authority ("WMATA"), and NH Special Events LLC ("NH"), collectively the "Parties," for the funding of certain WMATA operating expenses related to Metrobus Route P90, formerly known as Route NH2.

**RECITALS**

**WHEREAS**, The Parties previously entered into an agreement to fund Metrobus Route NH2 on an ongoing and permanent basis beyond FY 2017 (*i.e.*, the total costs to operate service less any passenger fare revenue from riders of the NH2); and

**WHEREAS**, The WMATA Board adopted a revised Metrobus subsidy allocation formula on November 7, 2024 (Res. 2024-31), as amended by Resolution 2025-03, which allocates both operating costs and revenues by route, ensuring greater transparency and alignment with actual service hours and peak vehicle costs; and

**WHEREAS**, As part of WMATA's Better Bus Network redesign, Route NH2 has been absorbed into the newly designated Route P90, which provides expanded coverage while continuing to serve National Harbor; and

**WHEREAS**, NH Special Events LLC wishes to continue its funding support for bus service connecting National Harbor to the regional transit network, provided its contribution is commensurate with the portion of service directly connecting the City of Alexandria to National Harbor; and

**WHEREAS**, The Parties wish to enter into a new reimbursable agreement to reflect the service and funding changes.

NOW, THEREFORE, the Parties agree as follows:

This Agreement supersedes and replaces in its entirety any prior agreement(s) between the Parties related to Metrobus Route NH2.

1. **Roles and Responsibilities.** The Parties agree to undertake the following roles and responsibilities:
  - a. WMATA will operate Route P90 in accordance with service parameters (attached as Exhibit A), unless and until modified by the WMATA Board of Directors, funding is not provided in accordance with this Agreement, or the Parties terminate this Agreement.
  - b. NH agrees to provide, in accordance with Section 3, seven percent (7%) of the net expenses of Route P90 for FY 2027 and succeeding Fiscal Years, subject to adjustment and limitation, as applicable, as provided in Section 2. **The net expense estimate for WMATA's FY 2027 (July**

## EXHIBIT A

**2026 to June 2027) is \$392,516.00** (such amount, the “Initial Estimate”). Net expenses shall be calculated in accordance with the WMATA Board-approved Metrobus subsidy allocation formula referenced in Section 2(b), subject to the limitations set forth in Section 2(b).

- c. WMATA will share P90 aggregate ridership data with NH upon request.

### 2. Continuing Service and Adjustments

- a. Route P90 will operate on a continuing basis subject to WMATA Board determinations.
- b. WMATA will bill NH in advance for 7% of the net expenses of Route P90 in accordance with Section 3. Such calculation is to be made based on the Board-approved Metrobus subsidy allocation formula, in effect for the WMATA fiscal year being billed, which as of the date of this Agreement contemplates the following calculation: Revenue Hours\* Revenue Rate, Peak Vehicles \* Peak Vehicle rate. See WMATA Subsidy Formula in Resolution 2024-31, as amended by **Resolution 2025-03**, as may be revised from time to time by the Board of Directors.
- c. The Parties understand that typical annual adjustments to the net expenses of Route P90 range between 1% and 5%. In the event that projected costs materially exceed typical annual adjustments of more than 5% over the prior fiscal year costs, WMATA will provide NH with advance notice (90 days in advance of invoicing) consistent with Section 4 of this Agreement and will work collaboratively with NH to review the basis and make reasonable attempts to mitigate cost increases for such changes.
- d. WMATA will make reasonable efforts to coordinate with NH regarding Route P90 service performance and any anticipated changes that may affect service or associated costs.

### 3. Invoices

- a. WMATA will issue invoices in accordance with the formula set forth in Section 2(b) to NH semiannually, on or prior to July 31 and December 31 of each year.
- b. Invoices will be issued to NH Special Events LLC, 165 Waterfront Street, National Harbor, MD 20745. All WMATA-issued invoices are due and payable within thirty (30) days of receipt.
- c. NH shall remit payment to WMATA by check to the following address WMATA, PO Box 715971, Philadelphia, PA 19171-5971; or alternatively via ACH by visiting <https://www.e-billexpress.com/ebpp/WMATANet/>

### 4. Point of Contact/Notice

Each Party has identified a point of contact herein and shall provide written notice of any change to their point of contact. Except as provided in Section 3, all notices pursuant to this Agreement shall be provided in writing to the following:

## EXHIBIT A

### **WMATA:**

Vice President and Treasurer,  
300 7th Street SW,  
Washington, DC 20024

Director of Bus Planning and Scheduling  
300 7<sup>th</sup> Street SW  
Washington, DC 20024

*With copy to: Office of General Counsel*

Office of General Counsel  
300 7<sup>th</sup> Street SW  
Washington, DC 20024

### **NH Special Events LLC:**

Kent S. Digby  
NH Special Events LLC  
165 Waterfront Street  
National Harbor, MD 20745

*With a copy to:*

The Peterson Companies L.C.  
4100 Monument Corner Drive, Suite 300  
Fairfax, VA 22030  
Attn: Legal Department

## **5. Anti-Deficiency Considerations**

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, or any subsequent agreement, are and shall remain subject to the applicable anti-deficiency acts and annual appropriations.

## **6. Sovereign Immunity**

Nothing in this Agreement shall be deemed a waiver of the sovereign or other immunity of WMATA.

## **7. Term**

- a. This Agreement shall become effective upon execution by both Parties and shall remain in effect unless and until modified by the WMATA Board of Directors, funding is not provided under this Agreement, or this Agreement is terminated in accordance with Section 8.

## **8. Termination**

## EXHIBIT A

- a. Either Party may terminate this Agreement for convenience upon ninety (90) days written notice to the other Party.
- b. This Agreement may be terminated by WMATA upon written notice if NH fails to remit payment in accordance with the terms of this Agreement and such failure continues for more than ten (10) calendar days following WMATA's notice to NH of such non-payment.
- c. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- d. In the event of termination, NH shall remain responsible for payment of any outstanding invoices for services provided prior to the effective date of termination. In the event of termination, WMATA shall refund to NH, on a pro-rata basis, any amounts paid by NH attributable to periods following the effective date of such termination.
- e. This Agreement shall terminate automatically if WMATA discontinues Route P90 service as determined by the WMATA Board of Directors; provided, however, in the event of any such termination, WMATA shall refund to NH, on a pro-rata basis, any amounts paid by NH attributable to periods following the date when Route P90 was discontinued.

### 9. General Provisions

- a. This Agreement may be amended only by written agreement executed by both Parties.
- b. Failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it thereafter.

### 10. Counterparts

This Agreement may be executed in counterparts, each of which shall have the full force and effect of an original document.

### 11. Recitals

The recitals are incorporated by reference.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

**WASHINGTON METROPOLITAN  
AREA TRANSIT AUTHORITY**

By:

Date \_\_\_\_\_

**EXHIBIT A**

Robert Haas  
Vice President and Treasurer, WMATA

**NH SPECIAL EVENTS LLC**

By: \_\_\_\_\_  
Kent S. Digby  
Executive Vice President  
Asset Management, Operations & Marketing  
National Harbor | Peterson Companies

Date \_\_\_\_\_

PROPOSED

## EXHIBIT A

### P90 Metrobus Service Parameters for FY2027

- The P90 operates between Suitland Station and King St-Old Town Station. It provides service to National Harbor, the Oxon Hill Park & Ride, Oxon Hill Plaza and Library, and Suitland Federal Center via St. Barnabas Road. The P90 follows a route similar to the former D12 route between Suitland Station and Oxon Hill Road/Livingston Road, and the former NH1 and NH2 routes between Wheeler Road/St. Barnabas Road and National Harbor, and the former NH2 between King Street-Old Town Station and National Harbor:
  - All weekdays and weekends, including holidays
  - Minimum span of service of 6:00am to 1:00am daily
- Service frequency of every 30 minutes. Passengers will be charged the prevailing local Metrobus fare (currently \$2.25 per trip)
- The full P90 Route Profile can be found here - [P90.pdf](#)

