



Board Document

OVERVIEW			
PRESENTATION NAME	Clear Lanes Expansion to Montgomery County, MD	DOCUMENT NO.	300065
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Service excellence; Regional opportunity and partnership;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Davis, Allison;		
ORGANIZATION	Planning and Performance		
DOCUMENT INITIATOR	Mike R. Collins		
OTHER INFORMATION			
COMMITTEE	Board Meeting (Consent)	COMMITTEE DATE	11/20/2025
PURPOSE/KEY HIGHLIGHTS	Board approval is requested to execute a reimbursable project agreement with Montgomery County, MD to support the expansion of WMATA’s Clear Lanes Program.		
DISCUSSION	The Clear Lanes program is a jointly administered initiative by Metro and its jurisdictional partners to improve bus reliability, speed and safety through automated enforcement of dedicated bus lanes and bus stop zones. Camera systems installed on Metrobuses capture footage of unauthorized vehicles in bus lanes and bus stop zones and then the footage is provided to the jurisdictional partner for review and citation issuance. Currently, Clear Lanes is active only in the District of Columbia (DC) and is administered jointly by Metro and the District Department of Transportation (DDOT). Photo enforcement of bus lanes and bus stop zones launched with a		



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	<p>warning period (no fines assessed) in July 2023, with bus stop zone ticketing beginning in November 2023 and bus lane ticketing in January 2024. Clear Lanes has proven a worthwhile investment for the Metro as Metrobus speeds in DC have slowed by 11% overall between August 2019 and August 2025, Metrobus speeds in photo-enforced bus lanes have increased 14% in the same period. Metro and the Montgomery County Department of Transportation (MCDOT) have negotiated a Memorandum of Agreement (MOA) to expand Clear Lanes enforcement to ten miles of bus lanes along University Boulevard, Georgia Avenue, Veirs Mill Road, and Colesville Road. The University Boulevard bus lanes are served by Metrobus route M12, and the Georgia Avenue, Veirs Mill Road, and Colesville Road bus lanes are served by Metrobus routes M20 and M22. The University Boulevard bus lanes began as a pilot program in February 2024 and were made permanent by the Maryland Department of Transportation (MDOT) in May 2025. The Georgia Avenue, Veirs Mill Road, and Colesville Road bus lanes were originally implemented to accommodate additional Metrobus and shuttle bus ridership during the partial Red Line shutdown in summer 2024. These lanes were made permanent by MDOT in December 2024. The areas enforced by Clear Lanes cameras may increase as MCDOT adds more bus priority infrastructure. Under the proposed agreement:</p> <ul style="list-style-type: none">• Metro will procure, install, and maintain the camera equipment (up to 10 buses initially), at a cost of approximately \$145,150. In addition, Metro will manage the system that transmits encrypted evidence packages to MCDOT at a cost of approximately \$106,800 each year.• MCDOT will fund all operations-related costs, review violation data, issue citations, and collect fines, at a cost of approximately \$115,800 per year. These operations-related costs will be reimbursed to Metro via an operating reimbursable account. Note that only Montgomery County Police can issue tickets for automated enforcement violations. <p>The execution of the reimbursable agreement on or about November 20, 2025 allows the purchase and installation of camera equipment to commence in winter 2025/2026. A 45-day “warning period,” in which photographic and video evidence is recorded but no citations are assessed, is anticipated to begin late winter/early spring, with issuance of citations to launch by summer 2026. The MOA contemplates annual tranches of funding through FY2033.</p>
INTERESTED PARTIES	Hayden AI Technologies, Inc.



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RECOMMENDATION/NEXT STEPS	Staff recommends Board approval to execute an operating reimbursable project agreement and increase the operating reimbursable budget to advance the Clear Lanes program.
FUNDING IMPACT	The requested action will increase the operating reimbursable account by \$57,900 in FY2026. For each 12-month option renewal, the operating reimbursable expenses are estimated to be \$115,800.

SUBJECT: REIMBURSABLE AGREEMENT FOR THE METROBUS CLEAR LANES
PROGRAM IN MONTGOMERY COUNTY, MARYLAND

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, In Resolution 2023-11, the Board of Directors approved a reimbursable agreement with the District of Columbia to establish a Metrobus Violation Detection System known as the "Clear Lanes Program"; and

WHEREAS, Montgomery County, Maryland ("Montgomery County"), wishes to implement a similar Clear Lanes Program in Montgomery County; and

WHEREAS, Montgomery County and WMATA have negotiated an agreement titled the "Memorandum of Agreement for Metrobus Violation Detection System" (Attachment A); whereby Montgomery County, through the Montgomery County Department of Transportation, would fully fund the operational costs of a camera system, purchased and owned by WMATA, to detect violations of bus priority lanes in Montgomery County, which expands the Clear Lanes Program into Montgomery County; and

WHEREAS, The base term of the agreement is from the date of execution of the agreement until June 30, 2026, with six 12-month period options and a partial seventh year option which will expire upon expiration of the vendor contract that provides the software to create the evidence packages for the Clear Lanes Program; and

WHEREAS, The operational cost that Montgomery County will reimburse to WMATA for the base term is \$57,900; and

WHEREAS, The operational cost that Montgomery County will reimburse to WMATA for each 12-month period will be an amount not to exceed \$115,800; and

WHEREAS, Montgomery County will also reimburse to WMATA the cost of any additional cameras as well as any increase costs associated with the additional cameras; and

WHEREAS, Staff recommends entering into a reimbursable agreement with Montgomery County for the Clear Lanes Program in substantially the same 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 for Montgomery County, Maryland, to fully fund the operational costs of the Clear Lanes Program for the base term and each option period in substantially the same form set forth in Attachment A (inclusive of any cost increases due to the addition of additional cameras); and be it finally

RESOLVED, That in order to realize the benefits of the Clear Lanes Program in Montgomery County, Maryland, as soon as possible, 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

**MEMORANDUM OF AGREEMENT
FOR
METROBUS VIOLATION DETECTION SYSTEM**

THIS METROBUS VIOLATION DETECTION SYSTEM MEMORANDUM OF AGREEMENT (“Agreement”) is entered into and made effective as of _____, 2025 (“Effective Date”) between the Washington Metropolitan Area Transit Authority (“WMATA”), an interstate compact agency created by the District of Columbia, the State of Maryland, and the Commonwealth of Virginia; and Montgomery County, Maryland (“Montgomery County” or “the County”). WMATA and Montgomery County, by and through Montgomery County Department of Transportation (“MCDOT”), are each referred to herein by name or as a “Party,” or collectively, as the “Parties.”

WHEREAS, WMATA owns and operates Metrobus, Metrorail, and MetroAccess and provides public transit in the National Capital region; and

WHEREAS, The Parties desire to explore strategies to make bus operations more efficient and effective in Montgomery County; and

WHEREAS, The Parties have reviewed and considered research and studies on the effectiveness of bus priority lanes, especially in congested urban centers; and

WHEREAS, The Parties have jointly identified certain corridors within Montgomery County for installation of Bus Priority Infrastructure, including but not limited to, dedicated bus lanes for Metrobus routes;

WHEREAS, Md. Transp. Code Ann. § 21-1133 (2024) establishes bus lane prioritization in the public right of way also known as Bus Priority Infrastructure and § 1134 authorizes automated enforcement of such Bus Priority Infrastructure;

WHEREAS, To optimize the effectiveness of Bus Priority Infrastructure, the Parties desire to employ an automated camera-based enforcement system called the Metrobus Violation Detection System (“VDS”); and

WHEREAS, The Parties desire to specify certain rights, responsibilities and obligations with respect to the use of VDS on Metrobuses operating in Bus Priority Infrastructure within Montgomery County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS.

1. “Administrative Services” means duties performed by WMATA staff to support VDS operation including installation and testing support, ongoing equipment maintenance and administrative software configuration, and recordkeeping related to such operations.
2. “Bus Priority Infrastructure” means bus lanes as defined in Title 21 of the Maryland Transportation Code as may be amended from time to time.
3. “Evidence Packages” means VDS data which may be digitally transmitted in a format approved by WMATA and the County. VDS data includes but may not be limited to video clips, images to include: start date and time of recorded occurrences, end date and time of recorded occurrences, GPS coordinates for the location of recorded occurrences, street names of the nearest intersection to recorded occurrences, parameters used to detect and record occurrences, type of occurrence recorded, Automated License Plate Reader (ALPR) extracted information for vehicle license plates, Metrobus inventory number, camera inventory number and radar/camera/lidar numbers, equipment operation status of each system, including daily equipment test records, components supporting the cameras, compute box, and communications systems, and any additional VDS enforcement information agreed to by WMATA.
4. “Metrobus Priority Violation Detection System” or “VDS” means an automated camera-based enforcement system mounted on Metrobuses that records potential violations within Bus Priority Infrastructure and automatically transmits Evidence Packages to the County.
5. “Operation Costs” means WMATA’s costs and WMATA’s third-party costs to operate VDS, as further detailed in Attachment 1.
6. “VDS Account” is an account established by WMATA in its records for purposes of paying the costs for VDS allocated to Montgomery County by this agreement.
7. “Performance Data” means the historical maintenance and testing records of a specific VDS unit.
8. “VDS Portal” is a repository of VDS systems, maintenance records, Performance Data, synchronization schedules, and equipment self-testing results, accessible to both the County and WMATA, which certify the integrity of data collection for each VDS unit.
9. “Violation” means use of Bus Priority Infrastructure in a manner that violates any applicable state of Maryland or Montgomery County law, statute, or regulation, including, but not limited to, Maryland Transp. Code § 21-1133(a).

10. "Business Rules" means a set of guidelines based on applicable regulation and statute, developed, updated, and agreed to by the Parties, that is used by WMATA to implement VDS and is used by the County to evaluate violations.
11. "Ticket Number" means the unique number assigned by the County to each citation issued under the VDS program.

ARTICLE 2 - ROLES AND RESPONSIBILITIES.

The Parties agree to the following roles and responsibilities:

1. WMATA

- a. At its sole expense and subject to funding availability consistent with WMATA's then current WMATA Capital Improvement Plan, WMATA shall procure a number of bus-mounted camera monitoring systems as shown in Attachment 1, including corrective and preventative maintenance plans for ancillary equipment hardware and software components.
- b. At its sole expense, WMATA shall install and test the functionality of all Metrobus-mounted camera monitoring systems along with ancillary equipment and data technology necessary to operationalize VDS.
- c. WMATA shall test daily the functionality of all Metrobus-mounted camera monitoring systems and upload the daily test records to the VDS Portal, using the testing standards agreed upon by the Parties.
- d. WMATA shall provide Administrative Services for VDS at its own expense.
- e. WMATA shall own VDS, including the camera equipment, ancillary interface equipment, testing and maintenance records, Performance Data, digital recordings and digital transmissions, and Evidence Packages.
- f. WMATA may contract the operation of VDS to the County for the purpose of improving the efficiency of Metrobus service through the enforcement of Bus Priority Infrastructure within Montgomery County.
- g. Upon receipt of updated Business Rules from the County, WMATA shall transmit updated Business Rules to its vendor within 10 business days.
- h. WMATA shall establish an interest-free account which shall be funded by the County, in an amount not to exceed **one hundred and fifteen thousand, eight hundred dollars (\$115,800)**, as shown in Attachment 1. The exact amount will be calculated by multiplying the number of months in the term by the per-month, per-bus cost of

vehicle licensing and cellular data, and by the per-month cost of system licensing, system fees, and other overhead contractor costs (if applicable). All moneys received from the County for the operation of VDS shall be deposited in the VDS Account.

- i. WMATA or its vendor shall provide training on the use of the VDS Portal at no cost to the County and the County shall designate persons to attend such training.
- j. WMATA shall notify both the County and the VDS vendor of changes to bus line or bus stop operating status, such as permanent abandonment of stops and re-routing of bus routes.
- k. WMATA shall require the VDS vendor to implement any changes to the VDS system as may be required in Article 2, Section 2 of this Agreement.

2. Montgomery County

- a. The County shall procure VDS from WMATA for the sole purpose of improving the efficiency of Metrobus service through the enforcement of Bus Priority Infrastructure within Montgomery County (“VDS Contract”). The fees from the VDS Agreement shall fund the Operation Costs detailed in Attachment 1.
- b. Montgomery County shall be solely and exclusively responsible for enforcement of violations captured by VDS within its Bus Priority Infrastructure, if any. The County is responsible for verifying violations captured through VDS, reconciling violations that may have been captured by county or WMATA law enforcement, and processing violations.
- c. Montgomery County acknowledges and agrees that WMATA shall have no duties or responsibilities whatsoever for enforcement of the Bus Priority Infrastructure using VDS. While the county and WMATA assume that VDS will be the primary tool for improving the efficiency of Metrobus service through the enforcement of Bus Priority Infrastructure, both parties acknowledge that the County and WMATA law enforcement are authorized to issue violations. Per Article 2. Section 2.b., the County is responsible for reconciling any violations issued by law enforcement with those that may be captured via VDS.
- d. The County shall be responsible for alerting WMATA to changes affecting the enforcement of traffic violations using VDS in the County’s roadway configuration—permanent and temporary—including but not limited to the locations of bus lanes, changes to street names, and modifications of enforcement periods, days, and times.

- e. The County shall notify WMATA of changes to any state or county law relating to traffic infractions covered by this Agreement.
- f. The County shall provide Business Rules to WMATA as they are updated.

3. Both parties

- a. Both WMATA and DDOT shall be responsible for jointly reviewing and approving the VDS vendor's annotations of enforceable roadway prior to the start of enforcement.

ARTICLE 3 - MINIMUM OPERATION STANDARDS.

- A. VDS Routes. WMATA shall install, operationalize, and maintain and prioritize VDS on Metrobus vehicles routes using Bus Priority Infrastructure in Montgomery County. The Parties agree to work collaboratively on the selection and termination of Metrobus routes for participation in VDS with the goal of including VDS installation on all active bus lanes subject to the number of bus-mounted camera monitoring systems available and Metrobus dispatch requirements. The Parties shall collectively agree on the allocation and installation of VDS on Metrobuses in Montgomery County.
- B. Legal Notice. Public notice regarding any applicable state or county law, statute, or regulation which authorizes the enforcement of Bus Priority Infrastructure within Montgomery County and applicable dates, times, streets, or routes, subject to such VDS enforcement is the sole and exclusive responsibility of the County.
- C. VDS Portal. The County shall be provided unlimited access to the VDS Portal. WMATA or its vendor shall provide training on the use of the VDS Portal at no cost to the County and the County shall designate persons to attend such training.

ARTICLE 4 - FUNDING REQUIREMENTS.

- A. Total cost for goods and services under this Agreement for Fiscal Year 2026 shall be calculated using the methodology set forth in Article 2, Section 1(h). For Fiscal Year 2026 the County shall provide prepayment of funds contemplated by this Agreement immediately upon execution of this Agreement by the County. WMATA shall segregate the funds in a separate VDS Account and restrict the use of funds to the payment of actual costs under this Agreement. In the event that this Agreement is renewed pursuant to Article 10, the Prepayment for such renewal term shall be the sum of the estimated Operation Costs for the term.
- B. For all future years, the County shall provide prepayment of funds for each fiscal year by July 31 of that year, pending budget appropriation from Montgomery County

Council. The amount to be paid shall be equal to the amount calculated by Article 6 ("Reconciliation") but shall not exceed the amount listed in Attachment 1 of this agreement, unless amended.

- C. Funding for goods and/or services shall not exceed the actual Operation Costs, for each bus-mounted camera monitoring system.
- D. WMATA shall notify the County no later than forty-five (45) calendar days prior to the end of the current fiscal year if it has reason to believe that all the Prepayment will not be spent during the current fiscal year.
- E. The County acknowledges and agrees that funding requirements pursuant to this Agreement may be recalculated by WMATA upon the execution of any other agreement related to VDS operations or enforcement in areas outside of Montgomery County's geographic boundaries.

ARTICLE 5 – FINANCIAL REPORTS.

- A. WMATA agrees to submit quarterly reports to the County for actual Operation Costs for the preceding fiscal quarter. These reports shall include an itemized list of cameras by serial number which are subject to the County's VDS Contract.
- B. If at any time, the VDS Account has an insufficient fund balance to pay any invoice due and owing for VDS Operation Costs, WMATA shall provide written notice to the County to immediately deposit funds in the VDS Account in an amount not less than an amount equal to pay any invoices due and owing plus the remainder of the costs estimated to be due for the County's fiscal year. The County shall transfer such amount to WMATA within five (5) business days or as soon as possible.
- C. If the County does not transfer the necessary funding as detailed in Article 5, Section B within 5 business days of WMATA's notice, WMATA may immediately suspend transmission of reports under Article 7 of this Agreement until such time as WMATA receives payment from the County to cover all past due amounts, plus additional funding equal to the estimated amount to fund Operation Costs for the remainder of the costs estimated to be due for the County's then-current fiscal year.

ARTICLE 6 – RECONCILIATION AND INVOICING.

- A. WMATA shall perform an annual reconciliation by June 30 of each year on the receipt of funds paid into the VDS Account less Operation Costs paid from the VDS Account for the preceding year.

- B. A credit or debit to the VDS Account shall be made in an amount equal to any variation determined through reconciliation by the Parties.
- C. Any overpayment from the VDS Account received by WMATA identified through reconciliation shall remain in the account and be credited to the next fiscal year, notwithstanding the provisions of Article 10.
- D. No later than July 7 of each year, WMATA shall submit the results of the reconciliation to the County, along with a report for remaining amount owed for the following fiscal year as agreed to in Attachment 1.

ARTICLE 7 - REPORTS AND DATA SHARING.

- A. Subject to Article 5 (C), WMATA shall provide the County with the following reports.
 - 1. Annually, on July 7 WMATA shall provide to the County an invoice for the estimated costs associated with the VDS Contract for the County's next fiscal year, less any remaining funds rolling-over from the current fiscal year (see Article 6).
 - 2. Quarterly, on July 1, October 1, January 1, and March 1 of each year, WMATA shall provide to the County reports for actual Operation Costs and receipts of the same.
 - 3. Daily, WMATA through its Vendor shall transmit VDS Evidence Packages to the County.
- B. The County shall provide to WMATA the following reports.
 - 1. Quarterly, on July 1, October 1, January 1, and March 1 of each year, the County shall provide to WMATA a report detailing the status of each citation issued during the prior quarter, listed by Ticket Number, including whether each of the citations had been paid or abated.
 - 2. Weekly, the County shall provide WMATA with a raw report of all events received by their staff, including but not limited to tickets issued, events rejected, and events to be processed.

ARTICLE 8 - LIMITATION OF LIABILITY.

In no event shall WMATA be liable to Montgomery County or any third party, whether in contract or in tort or in any other legal theory (including, without limitation, strict liability or negligence) for any claims, damages, losses, liabilities or expenses arising out of or in connection with the performance of this Agreement, including but not limited to Montgomery County's enforcement of violations of its Bus Priority Infrastructure.

ARTICLE 9 - TERM.

This Agreement shall be effective on the Effective Date and shall remain in effect until July 1, 2026, unless terminated sooner in accordance with Article 11 of this Agreement. Notwithstanding the preceding sentence, this Agreement may be renewed for seven (7) successive one (1) year terms by mutually signed written agreement of the Parties unless terminated sooner.

ARTICLE 10 - TERMINATION.

Either Party may terminate this Agreement for any reason and at any time by giving the other Party forty-five (45) calendar days written notice. Any payments or monies due and owing to WMATA shall be paid by the County within sixty (60) calendar days of termination. Any unencumbered funds shall be refunded to the County within sixty (60) calendar days of termination.

ARTICLE 11 - GENERAL MATTERS.

- A. **Dispute Resolution.** In the event of a dispute under this Agreement, the chief executives or equivalent (or their designees) of each Party shall attempt in good faith to resolve the dispute. If the dispute is not resolved within fifteen (15) business days, then either Party is free to pursue whatever remedies it may have in law or equity, including all judicial remedies.
- B. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland except where any law conflicts with the WMATA Compact, the WMATA Compact shall control. Each Party agrees to submit any action or proceeding relating to the subject matter of this Agreement to the sole and exclusive jurisdiction of the United States District Court for the Southern District of Maryland.
- C. **Amendments and Modifications.** This Agreement may be amended or modified only upon a written agreement signed by both Parties. The WMATA Board of Directors must approve any amendment that would exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

- D. 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.
- E. Notices. Any notice required or permitted to a Party shall be in writing and shall be delivered by hand, sent electronically, 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 e-mail or hand delivery; the third business 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

Vice President and Treasurer
Washington Metropolitan Area Transit Authority
300 7th Street SW
Washington, DC 20024

with copies to:

Executive Vice President, Chief Legal Officer, and General Counsel
Washington Metropolitan Area Transit Authority
300 7th Street SW
Washington, DC 20024

and

Executive Vice President and Chief Planning and Performance Officer
Department of Planning and Performance
Washington Metropolitan Area Transit Authority
300 7th Street SW
Washington, DC 20024
adavis5@wmata.com

For material sent via US Mail to reach WMATA, use:

PO BOX 44390
WASHINGTON DC 20026-4390

Montgomery County, Maryland

Richard Madaleno
Chief Administrative Officer
Montgomery County
101 Monroe Street, 2nd Floor
Rockville, MD 20850
richard.madaleno@montgomerycountymd.gov

And

General Counsel
Montgomery County Department of Transportation
101 Monroe Street, 10th Floor
Rockville, MD 20850

- F. Non-Discrimination. The Parties shall abide by the provisions of; 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.
- G. Severance of Terms and Compliance with Applicable Law. The Parties shall comply with all applicable laws, regulations, and rules. 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.
- H. 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.
- I. 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 WMATA Compact and the law of Montgomery County establishing, affecting, or relating to this agreement. Pursuant to 41 U.S.C. § 22, no member of Congress shall be permitted to any share or part of this agreement, or to any benefits that may arise therefrom.

J. 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.

K. Confidentiality.

1. The Parties shall not authorize the release of, or otherwise make public, any details of the terms and conditions of this Agreement except as may be mutually agreed to in writing or as required by law, court order or regulation.
2. "Confidential and Proprietary Information" means this Agreement, its terms, and any other non-public proprietary information, including but not limited to the products, business, marketing plans, financial information, strategies, and policies of a Party, any Affiliates of a Party or of a third party ("Providing Party") to whom a Party owes a duty of confidentiality and shall include all such information (1) supplied to or observed by the receiving Party ("Receiving Party"), (2) acquired by the Receiving Party in the course of performing hereunder, and (3) disclosed at the direction of the Providing Party, by inspection or otherwise. Confidential and Proprietary Information may be in any form whatsoever, including but not limited to oral, written, digital, email, code, database, drawing or other media.
3. During and after the Term, neither Party shall use any Confidential and Proprietary Information for any purpose other than in furtherance of performance under this Agreement and shall not disclose any Confidential and Proprietary information to any third party (other than by either Party to its Affiliates, officers, attorneys, employees and agents ("Representatives") who have a need to know in connection with this Agreement, and only after informing any of its Representatives of the confidential nature of the Confidential and Proprietary Information. Each Party shall be responsible for any use or disclosure of Confidential and Proprietary Information by any of its Representatives. The obligations of this section shall survive the expiration and/or earlier termination of this Agreement. The term "Confidential and Proprietary Information" shall not include information that (a) is or becomes publicly known by lawful means or (b) was lawfully in the Receiving Party's possession prior to receiving it from the Providing Party or (c) becomes known to the Receiving Party through no fault of the Receiving Party by way of a third party that is not subject to a requirement of keeping such information confidential or (d) is independently created by the Receiving Party without using the Confidential and Proprietary Information of the Providing Party.
4. The Parties will not make any press release or public statement in connection with this Agreement without the prior written approval of the other Party nor shall such approval be withheld without reasonable cause.

5. If either Party is required by law, legal process (e.g., by interrogatories, requests for information or documents, subpoena, testimony, civil investigative demand or similar process), or WMATA's Public Access to Records Policy ("PARP") to disclose any Confidential and Proprietary Information, it will, to the extent not prohibited by law, immediately notify the other Party in writing of such requirement, and cooperate with all efforts by the other Party to seek an appropriate protective order or to object to such request prior to disclosing any Confidential and Proprietary Information. In the event the Receiving Party is compelled to disclose any Confidential and Proprietary Information, it shall only disclose that portion of Confidential and Proprietary Information which, in the opinion of its counsel, it is required to do so by law.
 6. After termination or expiration of the Agreement or upon a Providing Party's request any Confidential and Proprietary Information in the Receiving Party's possession, including any physical, digital tangible form will upon request be returned to Providing Party or destroyed, at the election of Providing Party. Upon completing the foregoing, the Receiving Party shall give the Providing Party a certificate signed by an officer of the Receiving Party, confirming its compliance with this section. In the event a Receiving Party does not receive a request by the Providing Party to return Confidential and Proprietary Information, after the termination of this Agreement, the obligations of this section shall continue to apply to such Confidential and Proprietary Information. Subject to the terms of this Agreement, the Receiving Party may destroy such Confidential and Proprietary Information, to the extent allowed by law.
 7. The Parties acknowledge that the disclosure of Confidential and Proprietary Information could cause the Providing Party or the non-disclosing Party harm for which an adequate and/or quantifiable remedy would not exist at law. Therefore, Providing Party or the non-disclosing Party will be entitled, as a non-exclusive remedy, to seek injunctive relief for any breach of this section.
- L. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed or construed to constitute a waiver of WMATA's sovereign immunity or any other applicable immunity, privilege or protection that exists for either party.
- M. Cumulative Remedies. Except as specifically identified as the Party's sole remedy, any rights or remedies prescribed in this Agreement are cumulative and are not exclusive of any other remedies to which a Party may be entitled to at law, in contract, or in equity. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.
- N. Entire Agreement. This Agreement, including all attachments, purchase orders, exhibits, and schedules, which shall be incorporated herein by this reference, contains the entire agreement between the Parties. This Agreement supersedes all prior or

contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof, and may not be modified or rescinded except in writing and signed by both Parties.

- O. Independent Contractors. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to create an agency, partnership, employment or joint venture between the Parties. Each Party's personnel shall be considered solely employees or agents of that Party and not employees or agents of the other Party. Neither Party has the authority to bind the other to any third party nor otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing and signed by both Parties.
- P. No Waiver. WMATA's or Montgomery County's failure in any instance to object to or to take affirmative action with respect to an act or omission of the other which violates the terms of this Agreement shall not be construed as a waiver of that or any future violation.

Q. Warranties & Representations

1. WMATA represents and warrants:

- i. It has the power and authority to enter into this Agreement, execute, deliver, and perform the Agreement.
- ii. During the Term, WMATA shall comply with all applicable laws that are associated with WMATA's performance of its obligations and rights granted to Counterparty under this Agreement.
- iii. The execution, delivery, and performance of this Agreement by WMATA does not and will not result in any violation of any laws applicable to WMATA.
- iv. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS SECTION 11.Q.1., WMATA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Montgomery County represents and warrants:

- i. It has the power and authority to enter into this Agreement, execute, deliver, and perform the Agreement.
- ii. During the Term, Montgomery County shall comply with all applicable laws that are associated with Montgomery County's performance of its obligations under this Agreement.
- iii. The execution, delivery, and performance of this Agreement by Montgomery County does not and will not result in any violation of any laws applicable to Montgomery County.

R. No Rights in Third Parties. The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third-party beneficiary hereunder.

[Signature Page Follows.]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials as of the date first set forth above.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By: _____

Date: _____

Thomas J. Webster

Acting Executive Vice President and
Chief Financial Officer

MONTGOMERY COUNTY, MARYLAND

By: _____

Date: _____

Richard Madaleno

Chief Administrative Officer

Attachment 1: Operation Costs

Fiscal Year ¹	Total Number of Buses equipped with VDS	Direct Operating Costs ²
FY 26 ³	10	\$57,900
FY 27	10	\$115,800.00
FY 28	10	\$115,800.00
FY 29	10	\$115,800.00
FY 30	10	\$115,800.00
FY 31	10	\$115,800.00
FY 32	10	\$115,800.00
FY 33 ⁴	10	\$67,125.82
Total	10	\$820,250

¹ FY 27 through 33 are subject to Montgomery County's exercise of additional option periods

² Includes Licensing, Cellular, Software Fees, Route configuration, and the Maximum Incentive of \$16,800 per year. Calculated using the methodology in Article 2, Section 1(h)

³ Prorated from 1/1/2026 to 6/30/2026

⁴ The current Hayden AI contract expires January 28, 2033