



Board Document

OVERVIEW			
PRESENTATION NAME	Bus Transfer Agreement with Fairfax County	DOCUMENT NO.	300144
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Financial and Organizational Efficiency;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Rickard, David B.;		
ORGANIZATION	Finance		
DOCUMENT INITIATOR	Marcus J. Byrnes		
OTHER INFORMATION			
COMMITTEE	Board Meeting (Consent)	COMMITTEE DATE	7/23/2026
PURPOSE/KEY HIGHLIGHTS	Request Board approval of an agreement to purchase and transfer hybrid-electric buses to Fairfax County. These buses will be procured using an existing contract vehicle and funded in part using proceeds from a \$104,000,000 Federal Transit Administration (FTA) discretionary grant under the Section 5339c Low-No Emission Vehicle program. The bus transfer agreement between WMATA and Fairfax County (the County) will include terms and conditions for the transfer and will expressly provide that the County will be responsible for compliance with the federal grant obligations for the transferred buses.		
DISCUSSION	In June of 2023, WMATA was selected for a \$104,000,000 grant under the Section 5339c Low-No Emission Vehicle program (LowNo) from the FTA for the electrification of the Cinder Bed Road		



Board Document

	Bus garage. WMATA agreed to partner with the County on the electrification of the facility, a portion of which was planned to be used by the County to house and charge its planned all-electric Bus Rapid Transit service running from Fort Belvoir to Huntington Metrorail station by 2033. In July 2025, U.S. Department of Transportation Secretary Duffy announced recipients would be given “the flexibility to request to change their project proposals from “no emissions” to “low emissions” technology.” After discussions with leadership at FTA, the project was modified and FTA approved the change from the original project to allow for the procurement of hybrid-electric replacement buses. After further discussions between WMATA and the County leadership, it was agreed that WMATA will use \$17,000,000 of the award toward the purchase of replacement buses for the County. The County has agreed to provide the required \$3,000,000 match and plans to pass a Board resolution in September with this authorization. The number of buses to be procured and transferred to the County is estimated to be 17, with the exact number to be based upon finalized pricing from the vendor for options required by the County. WMATA plans to use the funds to purchase hybrid electric buses under an existing contract vehicle. WMATA would then transfer the agreed-upon number of hybrid-electric buses to the County. The federal grant obligations would follow the buses that transfer to the County. The bus transfer agreement between WMATA and the County will include terms and conditions for the transfer and will expressly provide that the County will be responsible for compliance with the federal grant obligations for the transferred buses.
INTERESTED PARTIES	1. Fairfax County 2. New Flyer of America, Inc. 3. Federal Transit Administration
RECOMMENDATION/NEXT STEPS	Staff requests approval for the negotiation and execution of a Bus Transfer Agreement between WMATA and Fairfax County for the procurement and transfer of replacement buses using \$17,000,000 of the Section 5339c Low-No Emission Vehicle Discretionary Grant awarded to WMATA to procure replacement buses.



Board Document

FUNDING IMPACT	There is no funding impact to WMATA.
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PRESENTED AND ADOPTED: July 23, 2026

**SUBJECT: AUTHORIZATION TO EXECUTE BUS TRANSFER AGREEMENT WITH
FAIRFAX COUNTY**

2026-20

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

WHEREAS, Chapter IV, Section 3(r)(8)(a)(ii) of FTA Circular 5010.1F requires Board of Directors approval for the transfer of rolling stock purchased with federal funds; and

WHEREAS, The Federal Transit Administration ("FTA") awarded WMATA discretionary grant funding under the Section 5339c Low-No Emission Vehicle Discretionary Grant program to procure replacement buses (the "Award"); and

WHEREAS, The Award includes Seventeen Million and No/100 Dollars (\$17,000,000.00) (the "Allocated Share") allocated for the purchase of replacement buses (the "Buses") for Fairfax County (the "County"); and

WHEREAS, The County will provide the required local match in the amount of Three Million and No/100 Dollars (\$3,000,000.00) (the "Local Match"); and

WHEREAS, Subject to FTA approval and consistent with the requirements for the transfer of rolling stock to another transit entity set out in FTA Circular 5010.1F, WMATA and the County intend for WMATA to use the Allocated Share, including the Local Match, to purchase and subsequently transfer the Buses to the County;

NOW, THEREFORE, be it

RESOLVED, The Board of Directors authorizes the transfer of replacement buses to Fairfax County using Seventeen Million and No/100 Dollars (\$17,000,000) of the Section 5339c Low-No Emission Vehicle Discretionary Grant awarded to WMATA to procure replacement buses and, whereby, Fairfax County will provide the Three Million and No/100 Dollars (\$3,000,000) local match; and be it further

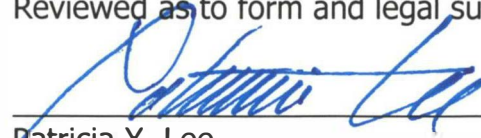
RESOLVED, That the Board of Directors authorizes the General Manager and the Chief Executive Officer or their designee to negotiate and execute the Bus Transfer Agreement with Fairfax County, substantially in the form of the agreement in Attachment A, and any resulting bill of sale or other documents needed to transfer the buses to Fairfax County; and be it finally;

Motioned by Mr. McAndrew, seconded by Mr. Alcorn

Ayes: 8- Mr. McAndrew, Mr. Alcorn, Dr. Hadden Loh, Mr. Flowers, Ms. Weber, Ms. Burns, Ms. Worth and Mr. Bedell

RESOLVED, That to timely effectuate the transfer of the Buses to Fairfax County, this Resolution shall be effective immediately .

Reviewed as to form and legal sufficiency,



Patricia Y. Lee

Executive Vice President, Chief Legal Officer and
General Counsel

WMATA File Structure No.:
5.6.2 Bus Disposition

LOW-NO EMISSION GRANT & BUS TRANSFER AGREEMENT

THIS LOW-NO EMISSION GRANT & BUS TRANSFER AGREEMENT (this “*Agreement*”) is executed and made effective as of the date last set forth below (the “*Effective Date*”), by and between (i) **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, an interstate compact agency and instrumentality of the District of Columbia, the Commonwealth of Virginia and the State of Maryland, created with the consent of the United States Congress (“*WMATA*”); and (ii) **FAIRFAX COUNTY, VIRGINIA**, a Virginia body politic (the “*County*”) (WMATA and the County, each referred to by name or as a “*Party*” and collectively the “*Parties*”).

WHEREAS, the Federal Transit Administration (“*FTA*”) awarded WMATA the total amount of One Hundred Four Million and No/100 Dollars (\$104,000,000.00) in discretionary grant funding under the Section 5339c Low-No Emission Vehicle Discretionary Grant program to procure replacement buses, as set forth in Exhibit A (the “*Award*”); and

WHEREAS, the Award includes Eighty-Seven Million and No/100 Dollars (\$87,000,000.00) for the purchase of replacement buses for WMATA and Seventeen Million and No/100 Dollars (\$17,000,000.00) (the “*Allocated Share*”) allocated towards the purchase of replacement buses for the County (the “*Fairfax Buses*”); and

WHEREAS, WMATA executed that certain Contract FBMNT233274-BTK with New Flyer of America, Inc. (the “*Vendor*”) for the procurement of buses (the “*Purchase Contract*”), and WMATA will exercise available Options to purchase the Fairfax Buses; and

WHEREAS, the County will provide the required local match toward the Allocated Share, in the amount of Three Million and No/100 (\$3,000,000.00) (the “*Local Match*”); and

WHEREAS, WMATA will use the Allocated Share, including the Local Match provided by the County, to purchase and subsequently transfer the Fairfax Buses to the County, in accordance with FTA’s approval and consistent with the requirements, including without limitation, those requirements of FTA Circular 5010.1F Chapter III, Section 7.i. (the “*Transfer*”); and

WHEREAS, the Parties desire to memorialize the terms and conditions under which the Transfer will occur in this Agreement; so

NOW, THEREFORE, based on the foregoing understanding and in consideration of the mutual covenants, obligations, terms and conditions provided herein, the Parties hereby agree as follows:

1. **LOCAL MATCH.** Concurrently with the execution of this Agreement, the County shall provide the Local Match to WMATA.

2. **PROCUREMENT.** WMATA shall maintain full control over the purchasing process set forth in the Purchase Contract. WMATA shall receive input from the County, but County shall not have the power to vote, select, or veto decisions related to the Purchase Contract. WMATA will make reasonable efforts to obtain the Modification, and FTA approval thereof, and to make any minor modifications, as may be allowed within the Purchase Contract, so long as such modification(s) do(es) not constitute a material or cardinal change under the terms of the Purchase Contract. Any other costs imposed under the Purchase Contract beyond the direct procurement of the Fairfax Buses shall be at the cost and expense of the County.

3. **PURCHASE.** Upon receipt of the Award, execution of this agreement, and receipt of the local match, WMATA shall use the Allocated Share to purchase the Fairfax Buses.

4. **ACCEPTANCE.** WMATA shall perform a first article inspection (FAI) and review a first pilot bus at the Vendor’s manufacturer’s facility to confirm it matches the specifications that WMATA and the Vendor have agreed (the “*Specifications*”) as well as an inspection of each of the Fairfax Buses by a resident inspector at the Vendor’s manufacturing facility. Upon acceptance for shipping and Vendor’s delivery to WMATA’s Carmen Turner Facility, WMATA will perform a post-delivery inspection. Upon

WMATA's satisfaction that the Fairfax Buses meet the Specifications, WMATA shall, upon delivery and acceptance of the production, enter the Fairfax Buses into WMATA's inventory.

5. **CONDITIONS PRECEDENT.** WMATA shall thereafter transfer the Fairfax Buses to the County upon the satisfaction of all of the following conditions precedent:

- a. WMATA has received the Award.
- b. The County has provided the Local Match to WMATA and shall have certified to WMATA and (if required) the FTA, that the County has buses in the disposition process to ensure the County satisfies the requirement to dispose of buses for each of the new replacement Fairfax Buses.
- c. The Parties have satisfied all applicable requirements set forth in FTA Circular 5010.1F, the Award, and conditions of the FTA Master Agreement, including, without limitation, the requirement for documentation of a written request for approval to transfer vehicles, a board resolution from each recipient, a rolling stock status report, and FTA concurrence of the Transfer.
- d. The Parties have performed all of their respective obligations set forth in Sections 1-4 above.

6. **TRANSFER.** Upon satisfaction of all conditions precedent set forth in Section 5 above, WMATA shall thereafter transfer the Fairfax Buses, including the FTA obligations attached thereto, to the County. The County will immediately incorporate the Fairfax Buses into the County's fleet status and provide documentation evidencing such incorporation to WMATA and the FTA and confirming disposal of the buses that have been replaced. All FTA required terms and conditions of the Award shall follow the Fairfax Buses. The County will notify the FTA of the transfer of assets and comply with and assume all obligations associated with the transfer of federally-assisted assets including the Satisfactory Continuing Control requirements. The County will assume the federal interests, obligations and any and all FTA required terms and conditions of the Award. WMATA will not be responsible for any costs associated with this Agreement, including, without limitation, the Award, Fairfax Buses, Transfer or any other transaction or assurance contemplated hereunder.

7. **TERM.** This Agreement is effective as of the Effective Date and will terminate upon the County's acceptance of the Fairfax Buses, provided, however, that the terms of Section 6 shall not terminate until the termination of the federal interest in the Fairfax Buses.

8. **REPRESENTATIONS.** The Parties represent to one another, each on behalf of themselves, as of the date of the execution of this Agreement, that (a) such Party has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; (b) such Party has duly authorized the execution and delivery of this Agreement; (c) when executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of the individual Party enforceable in accordance with its terms; and (d) no officer or employee of such Party who exercises or has exercised any functions or responsibilities over any procurement contract shall have or obtain a personal or financial interest or benefit from any activity in connection with any such procurement contract or have any interest in any contract, subcontract, or agreement with respect therewith during the term of this Agreement.

9. **MISCELLANEOUS.**

a. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, except where any law conflicts with the WMATA Compact, the Compact shall control.

b. **Disputes.** Any disputes between the parties 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 County] and the 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 Eastern District of Virginia, Alexandria Division. Notwithstanding any provision to the contrary contained in this Agreement, prejudgment interest shall not be paid by one Party to the other Party.

c. **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.

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

If to WMATA:

with copy to:

If to the County:

with copy to:

Such correspondence shall be deemed delivered, upon the earlier to occur of (i) the day delivered by hand delivery; (ii) 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; (iii) the day delivered by email and acknowledged by the recipient; or (iv) actual receipt at the Parties' addresses.

e. **Legislative Compliance.**

i. Civil Rights & Nondiscrimination. The County shall comply with the requirements set forth in the FTA Master Agreement, as applicable to the Award, and any successor thereto, including, without limitation, those requirements set forth in thereof.

ii. Anti-Drug; Anti-Alcohol. The County shall comply with those federal laws, regulations, executive orders or guideline strictures regarding anti-drug and alcohol policy in transit work and operations, which include, but is not limited to, the following: "Drug-Free Workplace Act (DFWA) of 1988," 49 USC Sections 702 et seq.; "Requirements for a Drug-Free Workplace (Grants)," 49 C.F.R. Part 29; Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653; and Prevention of Alcohol Misuse in Transit Operations," 49 C.F.R. Part 654.

f. **Entire Agreement.** Nothing in this Agreement shall be construed to modify or diminish or supersede any existing rights, agreements, or arrangements between WMATA and the County. Except for the representations contained in this Agreement, WMATA does not make, and hereby disclaims, any other representations.

g. **Amendments.** 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.

h. **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. In no event shall WMATA be liable to the 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.

i. **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

j. **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.

k. **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.

[Remainder of page intentionally left blank. Signatures on following page]

1.

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: _____

Dated

FAIRFAX COUNTY:

FAIRFAX COUNTY, VIRGINIA

By: _____

Dated

LIST OF EXHIBITS

Exhibit A Low-No Emissions Grant Award