Consent Item (B)

Board Document

OVERVIEW			
PRESENTATION NAME	District of Columbia Dedicated Funding Grant Agreement	**DOCUMENT NO.**	300152
ACTION OR INFORMATION	Action		
STRATEGIC TRANSFORMATION PLAN GOAL	Service excellence; Talented teams; Financial and Organizational Efficiency;		
RESOLUTION	Yes		
EXECUTIVE OWNER			
EXECUTIVE TEAM OWNER	Rickard, David B.;		
ORGANIZATION	Finance		
DOCUMENT INITIATOR	Cheryl L. Bridges		
OTHER INFORMATION			
COMMITTEE	Finance and Capital Committee	**COMMITTEE DATE**	9/10/2026
PURPOSE/KEY HIGHLIGHTS	Request the Board of Directors' approval to execute a new Dedicated Funding Grant Agreement with the District of Columbia for FY2027-FY20232. The agreement will enable Metro to continue to receive the District's annual dedicated capital funding contribution for eligible capital program activities after the current agreement expires on September 30, 2026.		
DISCUSSION	Metro seeks Board approval, through the consent agenda, to execute a new Dedicated Funding Grant Agreement with the District of Columbia for the period FY2027-FY2032. The agreement will secure the District's annual $178.5 million contribution to Metro's dedicated capital funding program and ensure continued funding beyond the expiration of the current agreement on September 30,		

	2026. Required under District of Columbia Code Section 1-325.401, the agreement allows Metro to continue receiving and spending these funds for eligible capital program activities while substantially maintaining the existing terms governing the receipt, expenditure, and reporting of dedicated capital funds. The proposed Dedicated Funding Grant Agreement (DFGA) extends the District of Columbia's annual $178.5 million contribution to Metro for eligible capital improvement program activities through FY2032. These funds, together with dedicated funding from Maryland and Virginia, will continue to support debt service on bonds issued against Dedicated Funding revenues. As Metro approaches the practical limit of cost-effective borrowing against Dedicated Funding revenues, an increasing share of this Funding will be required for debt service, leaving a significantly smaller portion available to directly fund annual capital program activities. This challenge is compounded by the regional dedicated funding program remaining fixed at $500 million annually and not being indexed to inflation. Today $665 million would be required to maintain the same level of purchasing power. This effective erosion in purchasing power is just one factor behind the region's endorsement of the DMVMoves funding plan, which is anticipated to provide an additional $460 million per year in bondable funding that will increase by 3% each year. While it will not solve for all funding needs, DMVMoves funding is anticipated to help Metro reduce the backlog of unmet investment needs to a more sustainable level. The new agreement maintains substantially the same general terms and conditions, including a requirement that system expansion projects are expressly ineligible for this funding. The parties worked together to address the District's fiscal year timing, payment, and reporting needs. Changes to the agreement include: transitioning from two semi-annual payments to nine monthly payments to support the District's cash flow management and align payments within the respective District and Metro fiscal years; providing sortable source tables to complement existing quarterly reporting; establishing quarterly meetings at the Senior Vice President level to enhance communication and regional partnership; and an annual in-person discussion of Metro's Transit Asset Management Performance Measures to facilitate a deeper understanding of the performance of the capital improvement program.
INTERESTED PARTIES	District of Columbia

Board Document

RECOMMENDATION/NEXT STEPS	Board authorization of the General Manager and Chief Executive Officer or the Executive Vice President and Chief Financial Officer to negotiate and execute the FY2027-FY2032 Dedicated Funding Grant Agreement with the District of Columbia.
FUNDING IMPACT	The proposed Dedicated Funding Grant Agreement will continue the District of Columbia's annual $178.5 million contribution through FY2032, providing a stable source of funding for WMATA's eligible capital improvement program activities. The funding will continue to support WMATA's capital financing strategy by serving as a revenue source for debt issuances backed by dedicated funding contributions from the District, Maryland, and Virginia.

SUBJECT: AUTHORIZATION TO EXECUTE A NEW DEDICATED FUNDING GRANT AGREEMENT WITH 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 capital funding agreements; and

WHEREAS, The District of Columbia statute implementing and authorizing the District's allocated share of $500 million in annual dedicated funding requires entering into a grant agreement prior to the receipt of those funds; and

WHEREAS, The existing grant agreement expires on September 30, 2026; and

WHEREAS, Dedicated funding is an essential part of the funding for WMATA's capital budget and capital improvement program;

NOW, THEREFORE, be it

RESOLVED, That the General Manager and Chief Executive Officer, or their designee, is authorized to negotiate and execute a dedicated funding grant agreement with the District of Columbia substantially in the form shown in Attachment A; and be it finally

RESOLVED, That in order to maintain continuity of the dedicated funding, 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.:
4.3.2 Jurisdictional Funding Agreements
4.4.1 Grant Agreements

SECOND AGREEMENT BETWEEN THE GOVERNMENT OF THE DISTRICT OF COLUMBIA AND THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY FOR AWARD AND USE OF DEDICATED FUNDING GRANT

(WMATA Dedicated Funding Grant Agreement)

This Second Dedicated Funding Grant Agreement ("Agreement") is made this First day of October 2026, by and between the Government of the District of Columbia ("District") and the Washington Metropolitan Area Transit Authority ("WMATA"), an instrumentality and agency of each of the Commonwealth of Virginia, the State of Maryland, and the District of Columbia and a body corporate and politic created by an interstate compact between Maryland, Virginia, and the District of Columbia and approved by Congress. The District and WMATA are referred to collectively in this Agreement as the "Parties" and each individually is referred to in this Agreement as a "Party".

RECITALS

(R1) The WMATA transit system has played a critical role in the growth and prosperity of the National Capital Region, and WMATA's continued health and vitality is essential to the regional transportation system and important to the environmental quality, and economic, educational, and cultural life of the National Capital Region.

(R2) Through extensive financial analyses it was determined in 2018, WMATA faced a capital funding deficit and, without additional funding, would be unable to fund the capital infrastructure repairs and replacements necessary to return the WMATA transit system to a state of good repair. These state-of-good-repair capital requirements included track and station repairs and upgrades, the purchase of new railcars and buses, and upgrades of outdated information technology systems

(R3) Following years of discussions between the WMATA compact member jurisdictions, the legislatures of the District, Maryland, and Virginia in 2018 passed legislation identifying ongoing dedicated funding sources and amounts for capital projects and programs as defined in this Agreement designed to address WMATA's state-of-good-repair needs. *See* D.C. Code § 1–325.401; Md. Transportation Code Ann. § 10-205; and Va. Code § 33.2-3401. Beginning in Fiscal Year 2020, the jurisdictions agreed to provide WMATA, dedicated funding for these capital needs.

(R4) The dedicated funding is in addition to the existing, or regular, capital contributions the Compact member jurisdictions already provide to WMATA and to WMATA's existing federal funding, such as the federal Passenger Rail Investment Improvement Act of 2008 (PRIIA) funding, and jurisdictional matches to federal funding.

(R5) The dedicated funding from the District is authorized by the "Dedicated WMATA Funding and Tax Changes Affecting Real Property and Sales Amendment Act of 2018," which was approved as part of the Fiscal Year 2019 Budget Support Act of 2018, effective October 30, 2018 (D.C. Law 22-168; D.C. Official Code § 1-325.401). Under this act, the District is to provide the dedicated funding to WMATA through a grant agreement.

(R6) In 2020, to effectuate the District's dedicated funding act, the District and WMATA entered into an initial dedicated funding grant agreement (the "First Dedicated Funding Agreement"). That agreement, by its terms, will expire on September 30, 2026, and the Parties both desire to maintain the provision of dedicated funding by the District to WMATA, subject to certain terms and conditions.

(R7) This Agreement is the successor to the First Dedicated Funding Agreement and is the grant agreement required by the District's dedicated funding act.

(R8) The general purpose of this Agreement is to establish the District's commitment to continue to provide dedicated funding to WMATA for its state-of-good repair capital improvements, and to establish the requirements WMATA must follow in receiving and spending the funds. The Agreement also identifies, among other things: (1) when the new dedicated funds are to be conveyed from the District to WMATA; (2) the authorized uses of these funds by WMATA; (3) WMATA's authority to pledge these funds for the payment of debt service on capital borrowings to support the state of good repair capital needs in WMATA's capital improvement plan (CIP); (4) how WMATA is to invest any unexpended District funds; (5) how any interest earned on those investments will be used; (6) the term of this Agreement, the dispute resolution mechanisms, and reporting and audit requirements.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

SEC. 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, unless the context requires a different meaning:

(a) "Agreement:" means this Second Dedicated Funding Grant Agreement.

(b) "Capital Budget:" means the annual capital budget of WMATA adopted by the WMATA Board of Directors.

(c) "Capital Funding Agreement" (CFA): means that certain agreement entered into by and between the District of Columbia; the State of Maryland; Arlington County, Virginia; Fairfax County, Virginia; Loudoun County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia; and WMATA, dated July 1, 2021, and each substantively similar successor agreement.

(d) “Capital Improvement Program” (CIP): means the list of projects and programs of WMATA, adopted by the WMATA Board of Directors. The CIP is not considered a payment schedule.

(e) “Capital Projects:” means those projects and programs authorized in the WMATA CIP only.

(f) ”Dedicated Funding Grant:” means the estimated annual amount of funding to be disbursed to WMATA by the District of Columbia, using funds from the Washington Metropolitan Area Transit Authority Dedicated Financing Fund, as provided for in this Agreement.

(g) “Days:” means calendar days, unless otherwise specifically provided.

(h) “Debt:” means any bond, security, debt issuance, certificate of participation, or other evidence of indebtedness, and includes commercial paper, lines of credit, and letters of credit.

(i) “Dedicated Funding Debt:” means specifically, debt authorized by the WMATA Board of Directors and backed by a pledge of those funds committed to WMATA pursuant to the following legislative enactments: (a) from the District of Columbia under D.C. Official Code § 1-325.401 or any successor statute, as the same may be amended from time to time; (b) from the State of Maryland under Md. Transportation Code Ann. § 10-205(g) or any successor statute, as the same may be amended from time to time; and (c) from the Commonwealth of Virginia under the Va. Code §33.2-3401.B or any successor statute, as the same may be amended from time to time.

(j) “District:” means the District of Columbia.

(k) “District Fiscal Year:” means the period from and including October 1 through September 30. Each District Fiscal Year is numbered by the calendar year after the calendar year in which the District Fiscal Year begins, such that, for example, District Fiscal Year 2027 begins on October 1, 2026.

(l) “Effective Date:” means the date on which this Agreement becomes applicable and enforceable, as defined in Section 14 of this Agreement.

(m) “Enhancement” means improvements designed to provide new physical infrastructure that is not part of a larger SGR Capital Project and not otherwise required by any law, regulation or industry code.

(n) “Expansion” means capital investments, infrastructure projects, or service changes that grow a transit system beyond its current baseline size, or geographic reach.

(o) "Modernization" means capital work that improves, updates, or rehabilitates existing infrastructure and assets as part of a Capital Project.

(p) "Other Dedicated Funding:" means the funds authorized by Md. Transportation Code Ann. § 10-205; and Va. Code § 33.2-3401 to be provided to WMATA by the Commonwealth of Virginia and the State of Maryland including funds paid by any other authorized person or entity in-lieu-of such amounts.

(q) "State of Good Repair:" or "SGR:" means Capital Projects for the inspection, asset management, replacement, rehabilitation, Modernization, or maintenance of existing capital assets to a state of good repair, such that a capital asset can operate at a full level of performance, and that are necessary for system preservation as further described and explained in Section 4.

(r) "Washington Metropolitan Area Transit Authority Dedicated Financing Fund:" means the fund established pursuant to D.C. Official Code § 1-325.401.

(s) "WMATA:" means the Washington Metropolitan Area Transit Authority.

(t) "WMATA Fiscal Year:" means the period from and including July 1 through June 30. Each WMATA Fiscal Year is numbered by the calendar year after the calendar year in which the WMATA Fiscal Year begins, such that, for example, WMATA Fiscal Year 2020 begins on July 1, 2019.

SEC. 2. GENERAL AGREEMENT OF THE PARTIES

WMATA and the District agree to comply with the terms and conditions of this Agreement and to fully and faithfully carry out their respective obligations under this Agreement. The current CFA, to which both WMATA and the District are parties, is referenced in this Agreement solely for informational purposes. Any commitment or agreement of the District required by this Agreement shall be subject to the appropriation and allocation of funds and other limitations on expenditures or obligations under District and federal law. This Agreement shall not constitute an obligation of the District until such funds are duly appropriated and allocated, and until monthly payments become due, pursuant to Section 3(b) of this Agreement.

SEC. 3. DEDICATED FUNDING GRANT: AMOUNT, TIMING, INVOICING, NOTICE

(a) Amount. Pursuant to D.C. Official Code § 1-325.401 and this Agreement, the District will provide WMATA a Dedicated Funding Grant in the amount of $178.5 Million in each of District Fiscal Years 2027, 2028, 2029, 2030, 2031, and 2032, unless a lesser amount is prescribed by District or federal law or authorized by this section.

If Maryland or Virginia fail to pay, in full or in part, the amount of Other Dedicated Funding for a WMATA Fiscal Year, or if WMATA receives notice that Maryland or Virginia will not pay such amount, in full or in part, WMATA shall notify the District of any such failure or expected failure within five (5) business days after the failure or within five (5) business days after the date it becomes aware of the expected failure, whichever is applicable. The District may, in its sole discretion, reduce its Dedicated Funding Grant in a given WMATA Fiscal Year by an amount proportional to the amount of any Maryland or Virginia reduction of their respective Other Dedicated Funding for that same WMATA Fiscal Year. In the event the District has already made its monthly payments described in subsection (b) of this section prior to receiving notice that either Maryland or Virginia did not pay its full amount of Other Dedicated Funding, the District may direct WMATA not to use a proportional amount of the District's Dedicated Funding Grant in that WMATA Fiscal Year and to credit an equal amount to the required District payment under this Agreement, or any successor agreement, for the next WMATA Fiscal Year.

(b) Monthly Payments. The District shall pay the Dedicated Funding Grant to WMATA on a monthly basis in substantially equal payment amounts, with payments due October 1 through June 1 of each year in response to an annual itemized invoice provided by WMATA, pursuant to subsection (c) below. No District Dedicated Funding Grant Payment shall be due to WMATA for the months of July, August, and September each year.

(c) Invoices.

(i) WMATA shall submit an annual itemized invoice, separate from WMATA-issued invoices applicable to the Capital Funding Agreement, to the District for monthly payments under this Agreement at least thirty (30) days prior to the date the first payment of each District Fiscal Year is due. The first annual itemized statement shall be provided to the District on October 1, 2026 and the first monthly payment for October 2026 shall be immediately due and payable.

(ii) The annual itemized invoice shall be directed to the Director, District Department of Transportation, 250 M Street SE, Washington, DC 20003, with a copy to the Office of the Chief Financial Officer, 1350 Pennsylvania Avenue, Suite 200, Washington, DC 20004, and include, at a minimum, the following information:

A The amount of dedicated funding owed to WMATA for each month of the District's fiscal year;

B. The estimated amount to be leveraged by WMATA for anticipated SGR borrowing during the fiscal year;

C. The amount to be used for any other identified purpose allowable under this Agreement; and

D. An identifier confirming the invoice is for District Dedicated Funding Grant payment only.

(iii) The total amount invoiced by WMATA in each District Fiscal Year shall be the amount set forth in subsection (a) of this section, divided into nine (9) equal monthly payments, subject to any adjustment made by the District, in its sole discretion, to reflect underpayments by other jurisdictions in the current or prior WMATA Fiscal Year.

(iv) The amount invoiced by WMATA for any District Fiscal Year shall not exceed the amount specified above in Section 3(a) for each District Fiscal Year.

(d) Annual Notice. The District shall annually provide WMATA, before the start of the WMATA Fiscal Year, a written notice stating whether funds have been, are intended to be, or will not be appropriated to cover the Dedicated Funding Grant for the upcoming WMATA Fiscal Year in the form specified in Section 11 of this Agreement.

SEC. 4. USE OF DEDICATED FUNDING GRANT BY WMATA

(a) Use Purposes. The Dedicated Funding Grant may be expended by WMATA only for Capital Projects in the CIP that are necessary to keep the WMATA Metro Rail, Metro Bus, or Metro Access capital assets in a State of Good Repair.

(b) Limitations. This Agreement only authorizes expenditures for SGR and debt service associated with Dedicated Funding Debt issued after the execution of this second Agreement, as defined herein, and expressly does not authorize funding for Expansion or Enhancement projects. This Agreement does not authorize funding for increases to the number of revenue vehicles in WMATA's fleet, except where those increases are incidental to a larger SGR purchase to meet demand/service levels on then-existing infrastructure or hours of service, or as required to address a documented safety hazard. For clarity, debt service associated with Dedicated Funding Debt issued prior to this Agreement to fund SGR is an authorized SGR expense.

(c) State of Good Repair. A capital asset is in a state of good repair if it meets the following objective standards and, as further defined and articulated in the Federal Transit Administration requirements for the creation and reporting of the required Transit Asset Management plan:

- The capital asset can perform its designed function;
- The use of the asset in its current condition does not pose an identified unacceptable safety risk; and
- The life-cycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation, and replacements.

(d) State of Good Repair are limited to the following:

1. Replacement or rehabilitation Capital Projects necessary for the incorporation of then-current design standards and additional and new features necessary for the proper functioning of the replacement or rehabilitated asset or as required by federal, state, or local laws; or
2. Capital Projects to replace or rehabilitate assets that have either: i) reached or exceeded their minimum useful life; ii) been deemed obsolete or unsafe; or iii) been identified as cost ineffective to maintain or repair; or
3. New maintenance, repair, administrative, or overhaul facilities or maintenance equipment or non-revenue vehicles needed to maintain the SGR operations or administration of the then-existing Metro Rail, Metro Bus or Metro Access systems; or
4. Replacement, rehabilitation, and Modernization of existing capital assets of the system to address issues of safety and reliability, limited to the following categories:
    a. Railcars, including but not limited to railcar acquisition for replacement vehicles, non-revenue equipment, railcar maintenance, repair, and overhaul facilities, etc.;
    b. Rail systems, including but not limited to propulsion, signals and communications, etc.;
    c. Track and structures rehabilitation including but not limited to fixed

guideway, structures, track maintenance, equipment, etc.;

d. Stations and passenger facilities including but not limited to platforms and structures, customer information and wayfinding, vertical transportation, fare collections, parking facilities, station systems, etc.; and

e. Bus and paratransit systems, including but not limited to bus acquisition, maintenance facilities, passenger facilities/systems, paratransit, non-revenue vehicles etc.; or

f. Business support including but not limited to real and personal property supporting administrative, non-revenue, and revenue functions, IT upgrades, support equipment and services, security equipment and services, etc.

5. For clarification and to avoid any doubt, Expansion, Enhancement, and WMATA operating expenses are not eligible State of Good Repair activities under this Agreement.

(e) Conformity with Agreement, CIP, and Capital Budget. WMATA shall expend the Dedicated Funding Grants, only for capital expenditures or for debt service on WMATA borrowings for State of Good Repair , described in subsection (a) of this section in a manner consistent with U.S. Governmental Generally Accepted Accounting Principles, this Agreement and the then-current and approved CIP and Capital Budget, as the CIP and Capital Budget may be amended by the WMATA Board, following the coordination required pursuant to the CFA.

(f) Types of Financing. The Dedicated Funding Grant may be used by WMATA to pay for debt service payments on borrowings or pay-as-you-go (PayGo) cash funding for the SGR described in subsection (a) and (b) of this section.

SEC. 5. CAPITAL IMPROVEMENT PROGRAM

(a) Adoption of Capital Improvement Program. Pursuant to and in compliance with the review and approval processes established in the CFA, the WMATA Board has adopted the CIP for the period of July 1, 2027, through June 30, 2032 (the "WMATA FY2027-FY2032 CIP"). The WMATA FY27-FY32 CIP is attached as **Attachment 1** and incorporated as a material part of this Agreement, by reference as if fully stated herein.

(b) Coordination with CFA Requirements. The Parties refer to the CFA in this Agreement for information only. If this Agreement conflicts with the CFA, this Agreement shall control for all Dedicated Funding Grants provided by the District.

(c) No Personal Interest. No director, officer, or employee of WMATA or the District, who exercises any functions or responsibilities over any procurement contract in connection with the CIP, shall have any personal or financial interest or benefit derived from any activity in connection with any procurement contract or have an interest in any contract, subcontract, or agreement with respect thereto during the term of this Agreement.

(d) Annual Changes to the CIP. The Parties agree, that WMATA shall, each year, adjust the Capital Projects included in the CIP according to the process referenced in the CFA, as negotiated by the parties to that agreement including the District, within the term of this Agreement, on a rolling basis as required to meet WMATA's ongoing and updated CIP and other capital needs, and for planning WMATA's ongoing and updated CIP and other capital needs for years beyond the term of this Agreement, subject to the availability of funding.

SEC. 6. ROLLOVER OF UNEXPENDED FUNDS

(a) Rollover of Unexpended Funds. If there are unexpended Dedicated Funding Grant funds at the end of any WMATA Fiscal Year, the unexpended funds shall be "rolled over" to the succeeding WMATA Fiscal Year and shall remain subject to this Agreement. The existence of unexpended Dedicated Funding Grant funds at the end of a WMATA fiscal year shall not reduce the amount of Dedicated Funding Grant funds the District is required to provide to WMATA under this Agreement, provided the funds are used strictly for SGR.

SEC. 7. WMATA CAPITAL BUDGET

(a) Capital Budget Requirement. WMATA shall, as a part of its annual budget process each year, develop a Capital Budget pursuant to the terms and conditions of the Capital Funding Agreement, in accordance with applicable laws and WMATA Board policies.

(b) Contents of the Capital Budget. For purposes of compliance with this Agreement, WMATA shall apply the budgeting and project identification requirements of the Capital Funding Agreement to the District's Dedicated Funding Grant and state in the Capital Budget how the Dedicated Funding Grant is proposed to be utilized based on a schedule of projected quarterly cash needs, including an identification of what portion (if any) of the Dedicated Funding Grant is a direct capital contribution (or PayGo), and what portion (if any) is to be budgeted by WMATA to pay debt service on Dedicated Funding Debt (to be stated separately in the Capital Budget) for the current year and each year in the current CIP period. In addition, WMATA must identify the primary purpose of each Capital Project.

(c) Debt Schedule. An updated schedule of all debt issued against Dedicated Funding, including outstanding balances, repayment schedules, and remaining borrowing capacity, shall be included by WMATA in each annual budget book.

SEC. 8 IMPLEMENTATION OF CIP AND CAPITAL BUDGET

WMATA will administer the CIP and Capital Budget and carry out all necessary procurement actions, reporting requirements, and management oversight. All procurement actions will be undertaken in accordance with WMATA procurement policies and applicable law. WMATA agrees to comply with all final safety directives issued by the entity providing state safety oversight per 49 C.F.R. pt. 639 and its successor regulation, 49 C.F.R pt. 674.

SEC. 9. QUARTERLY PROGRESS REPORTS

(a) Within forty-five (45) days after the end of each WMATA Fiscal Quarter, WMATA shall provide the District with a Quarterly Progress Report. Regardless of formatting used for the final Quarterly Progress Report, WMATA shall provide all tables included in such report to the District, in sortable and filterable Excel format. Each Quarterly Progress Report shall contain, with respect to each SGR Capital Project, funded by this Agreement and included in the Capital Budget, (a) the status of the project; (b) a review of the project's scope and schedule changes; (c) the status of acquisition and construction contracts necessary for the implementation of the project; (d) the status of year-to-date expenditures for each project relative to Capital Budget; (e) the status of all cash and debt sources relative to Capital Budget, including a break out of District Dedicated Funding; (f) updated project cash flow projections and program cash requirements; and (g) a comparison of the billed amount to amounts actually expended for the preceding quarter. Each report shall be provided in a quarterly financial report in the same form and with the same level of detail that is required by the CFA.

(b) WMATA shall provide an editable, sortable Excel file showing all reprogrammings that have occurred in the CIP throughout the quarter. The Excel table should match what is currently provided in "Table 6: Reprogramming" in WMATA CIP quarterly reports. Required fields must include:

- PCR #
- Action Type
- Date
- CIP #
- CIP Name
- FY2025 Action
- Outyears (FY2026-2030 Action)
- Total

- Primary Reason for Change

(c) WMATA shall maintain all documentation supporting each Quarterly Progress Report and any follow up responses and shall make such documentation available to the District upon request. All quarterly reporting shall be consistent with WMATA's annual financial plan, the Capital Budget, and the Capital Funding Agreement.

(d) **Regular Communications.** The District and WMATA shall meet quarterly throughout each District Fiscal Year to ensure the Parties' needs are met with regard to this Agreement. The WMATA representative shall be the Senior Vice President, Management and Budget, or such successor position as may be created. The District representatives shall be the Director, Capital Improvements in the Office of the Chief Financial Officer, and the Associate Budget Director for Capital from the Office of the City Administrator – Office of Budget and Performance Management, or such successor positions as may be created, and/or their designees.

(e) **Compliance.** The Parties acknowledge and agree that so long as WMATA continues to provide documentation substantially in the form it has been providing under the First Dedicated Funding Grant Agreement, and so long as tabulated data is provided in the format required by sub-sections (a) and (b) above, such reports shall meet the Quarterly Progress Report requirements of this Agreement.

SEC. 10. FINANCIAL REPORTING AND AUDIT PROVISIONS

(a) Budget Reconciliation Process. WMATA shall adhere to the annual budget reconciliation process required by the Capital Funding Agreement or any successor agreement, other applicable law and any other corresponding procedures.

(b) Detail of Financial Records. The records of WMATA must be in sufficient detail to determine the character and timing of transactions authorized by this Agreement.

(c) Maintenance of Financial Records. WMATA shall maintain separate and complete accounting records that are consistent with generally accepted governmental accounting principles that accurately reflect all income and expenditures of funds provided by the District under this Agreement. WMATA shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement, for three (3) years, or for the same period that records are required to be kept for the Federal Transit Administration or other federal grants, as applicable, whichever is longer; unless there is litigation based on the terms of this Agreement or an outstanding District or Federal financial or audit question that is not resolved by the District or Federal government, in which case the records shall be maintained until three (3) years after the final resolution of the audit finding or any litigation which is based on the terms of this Agreement, whichever is later.

(d) Annual Reporting Requirement for Capital Expenditures, Indirect and Overhead Costs.

(1) Each year WMATA shall have an Indirect Cost Rate Proposal (ICRP) prepared by an independent consultant with expertise in ICRP preparation, that establishes the Indirect Cost Rates that WMATA proposes to apply to capital expenditures. WMATA shall submit each prepared ICRP to the Federal Transit Administration (FTA) for review and approval, and forward courtesy copies of the documentation provided to the FTA to each of the contributing jurisdictions.

(2) WMATA will only propose use of Indirect Cost Rates that have received FTA approval to the WMATA Board of Directors for review during the annual budget process. As part of its annual budget process, the WMATA Board of Directors shall review the most recent FTA-approved ICRP to determine if those Indirect Cost Rates are appropriate to be applied to the portion of the capital program funded by the contributing jurisdictions for the upcoming year (Plan).

(3) WMATA shall provide supporting documentation to the WMATA Board of Directors for its review during the annual budget process that (a) identifies the Indirect Cost Rates being proposed in the budget for the upcoming fiscal year, (b) quantifies the dollar amount of indirect costs that is budgeted to be charged to the capital program, and (c) shows that the indirect costs budgeted to be charged to the capital program also reduce the budgeted operating subsidy by an equal amount.

(4) By June 30 each year, WMATA shall provide to the District a full copy of the approved ICRP to be applied to the relevant portion of capital expenditures for the WMATA Fiscal Year beginning July 1, along with documentation of FTA's approval of the ICRP. The District may audit this Plan at any time for the duration of the period that the Plan is in use.

(5) Within forty-five (45) days after the completion of its annual financial audit, WMATA shall provide a report (Indirect/Overhead Audit Report) to the District that demonstrates that all indirect and overhead costs that WMATA actually recovered from the overall Capital Budget for the recently

completed fiscal year were subtracted from the calculation of the overall actual operating subsidy for that year. The Indirect/Overhead Audit Report will use information from WMATA's financial system that shows (a) the amount of Indirect Costs charged to each project during the fiscal year, and the aggregate of all projects, and (b) the aggregate amount by which the operating subsidy was reduced for the Indirect Costs charged to the capital program. Indirect costs shall be budgeted and assessed only on the portion of a capital project attributable to WMATA direct labor costs.

(e) Annual Briefing on WMATA Transit Asset Management Plan

WMATA and the District shall hold a discussion on WMATA's National Transit Database (NTD) Narrative on TAM Performance Measures ("TAM Report") within sixty (60) days following WMATA's submission of the TAM Report to the FTA. The District and WMATA shall identify by name and title, their respectively selected elected officials, executives, staff, and advisors scheduled to attend the TAM Report discussion to the designated notice recipients for each party and identified in Section 9(d) of this Agreement within thirty (30) days prior to the scheduled TAM Report discussion so that each party can properly staff the discussion. The proposed list of attendees may be updated by each party, if necessary, up to seven (7) days prior to the scheduled TAM Report discussion.

(f) Audits

(1) Performance. The District or its agent may perform an audit or other review of WMATA's expenditures of funds provided by this Agreement for up to three (3) fiscal years prior to the date of the request. The District will assume all financial responsibility for any costs associated with the performance of such audits exclusive of WMATA internal costs. If the District and any party providing Other Dedicated Funding initiates an audit under this requirement or similar requirements in other agreements, the audits shall be consolidated into a single audit for the applicable fiscal years, subject to the agreement of the entities providing Other Dedicated Funding. WMATA agrees to cooperate fully with the District or its authorized agent or designee in the conduct of any audit carried out in accordance with this paragraph.

(2) Survival of Audit Rights. The audit rights provided under this paragraph shall survive the termination date of this Agreement for three (3) years. The audit rights provided herein shall not limit any other rights of the District under this Agreement.

SEC. 11. MISCELLANEOUS PROVISIONS: INTEREST ON PAYMENTS, SECURITY INTERESTS, RISK MITIGATION, AND NOTIFICATION OF LACK OF DEDICATED FUNDING

(a) Interest on Payments. WMATA may invest unexpended proceeds from the Dedicated Funding Grant in a manner consistent with WMATA's investment policies until such funds are needed for capital expenditures. WMATA may retain and spend the interest earned on any such investments for SGR expenditures only. Such interest shall not reduce the District's payment obligations under this Agreement.

(b) Security Interests. WMATA may create security interests in its rights and interests in amounts paid or received from the District under this Agreement as such amounts shall become available and are paid to or for the account of WMATA under the terms of this Agreement. Such amounts may be pledged as security for debt incurred for SGR only. WMATA shall not create any security interest in the Dedicated Funding Grant for the purpose of meeting WMATA's operating cash flow needs. Nothing in this subsection shall be construed as requiring the District to make any payment under this Agreement to anyone other than WMATA.

(c) WMATA Risk Mitigation. Section 22 of the WMATA Compact prohibits WMATA from making any commitment or incurring any obligations with respect to the construction or acquisition of any transit facilities "until funds are available therefor." *See* D.C. Code § 9-1107.01. The Parties acknowledge that the commitments of the District under this Agreement are intended to satisfy the requirements of Section 22 of the WMATA Compact under an expenditure-based budget. In order to address the risk of non-appropriation or late payment of funds by the District, or insufficient funding by the federal government, and to assure compliance with Section 22 of the WMATA Compact, WMATA intends to continue to maintain a risk mitigation credit facility using one or more of the following: a line of credit, letter of credit, commercial paper program, or other credit facility determined by WMATA in its discretion to be appropriate and feasible. Such risk mitigation credit facility shall be in addition to any other credit facility which may be put in place as a working capital or other cash flow aid. Pursuant to Section 20(f) of this Agreement, any debt issued by WMATA, the debt service of which is at least partially secured by amounts received from the District pursuant to this Agreement, shall not constitute an indebtedness of the District.

(d) Notification Regarding Other Jurisdiction's Lack of Appropriation of Other

Dedicated Funding

(1) WMATA will notify the District within five (5) business days if it receives notification from either Maryland or Virginia that Maryland or Virginia does not intend to appropriate or pay, in full or in part, the amount of its share of Other Dedicated Funding or if either Maryland or Virginia fails to appropriate or pay, in full or in part, the amount of its Other Dedicated Funding at any time during the fiscal year. WMATA will also notify the District within five (5) business days following the close of the WMATA Fiscal Year of the amount of Other Dedicated Funding that Maryland and Virginia paid for the WMATA Fiscal Year, and whether it satisfies their respective share.

(2) Pursuant to the requirements set forth in Section 3(d) above, if the District's appropriations process is not completed by July 1, the District shall provide to WMATA:

> (A) A written explanation why funds have not yet been appropriated and a statement whether the District expects full funding for the Dedicated Funding Grant will be included in the District Fiscal Year budget at the completion of the appropriations process ; and
>
> (B) Written assurance that reasonable efforts will be undertaken to secure the ultimate appropriation of funds in a prompt and timely fashion.

(3) If the District becomes aware that funds will not be appropriated in full for the Dedicated Funding Grant, then the District shall notify WMATA within five business days after becoming so aware.

SEC. 12. DISPUTES

(a) Informal Resolution. The Parties agree to use all reasonable efforts to resolve any disputes that arise under or otherwise relate to this Agreement. If the Parties, at their staff levels, cannot resolve such a dispute through initial discussions within thirty (30) days after the date it first arises, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issues involved to the other Party. The other Party shall respond within thirty (30) days, stating its position in writing on the issue presented and its proposal for resolution. The proposal for resolution shall be directed to the WMATA Chief Financial Officer and the District City Administrator, or their respective authorized representative. The Parties' elected officials, executives, or their authorized representatives, shall meet within the next thirty (30) days in an attempt to resolve the dispute.

(b) Alternative Resolution. If a dispute arising under this Agreement is not resolved pursuant to subsection (a) of this Section, the Parties may agree to pursue a mutually acceptable alternative dispute resolution procedure. If such a procedure is not utilized or does not result in a final and binding resolution of the dispute, either Party may pursue a civil action for appropriate relief in a court of competent jurisdiction in the District of Columbia.

SEC. 13. REPRESENTATIONS AND WARRANTIES

(a) By WMATA. WMATA makes the following representations as of the Effective Date of this Agreement as a basis for the undertakings pursuant to this Agreement:

(i) WMATA has full power and authority to enter into this Agreement and to carry out its obligations hereunder;

(ii) WMATA has duly authorized the execution and delivery of this Agreement;

(iii) When executed and delivered by the District and by WMATA, this Agreement will constitute the legal, valid and binding obligation of WMATA enforceable in accordance with its terms, except as such enforceability is limited by annual appropriations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally; and

(iv) No director, officer, or employee of WMATA who exercises or has exercised any functions or responsibilities over any procurement contract in connection with the Capital Improvement Program has any personal or financial interest or benefit derived from any activity in connection with any procurement contract or has an interest in any contract, subcontract, or agreement with respect thereto during the term of this Agreement.

(b) By the District. The District makes the following representations as of the Effective Date of this Agreement as a basis for the undertakings pursuant to this Agreement:

(i) The District has all necessary power and authority to enter into this Agreement and to carry out its individual obligations hereunder;

(ii) The District has duly authorized the execution and delivery of this Agreement;

(iii) When executed and delivered by the District and by WMATA, this Agreement will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms, except as such enforceability is limited by annual appropriations, allocations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally; and

(iv) No officer or employee of the District who exercises or has exercised any functions or responsibilities over a procurement contract in connection with the Capital Improvement Program has a personal or financial interest or benefit from any activity in connection with the procurement contract or has an interest in any contract, subcontract, or agreement with respect therewith during the term of this Agreement.

SEC. 14. EFFECTIVE DATE AND TERM OF AGREEMENT

(a) Effective Date. This Agreement shall take effect on the later of October 1, 2026, or the date the last party executes this Agreement.

(b) Term.

(i) The term of this Agreement shall begin October 1, 2026 and shall terminate on September 30, 2032. This Agreement shall terminate on September 30, 2032, in the event the District notifies WMATA it will not exercise the option to renew this Agreement.

(ii) The District may, if legally permitted, exercise options to renew this Agreement no more than six (6) times, each for a six (6) year period (each a "Successive Term"), or any fraction of a Successive Term, which taken together with any additional fractions equaling a six (6) year period shall constitute one Successive Term, by written notice to WMATA before expiration of the Agreement, provided that the District shall give WMATA preliminary written notice of its intent to renew at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to exercise any option to renew. Any renewal of this Agreement shall be effective upon the District providing written notice to WMATA of the exercise of the option and WMATA countersigning such notice and agreeing to continue to be bound by the terms and conditions expressed herein.

(iii) WMATA may waive the thirty (30) days' notice requirement by providing a written notice to the District prior to the expiration of the Agreement.

(iv) If the District exercises an option to renew, the Agreement as renewed shall be considered to include this option provision.

(v) Any renewal of this Agreement for a Successive Term, or any increase in dedicated grant funding for the CIP, shall be subject to the availability and application of appropriations for that purpose.

(c) Future Negotiations. No later than March 30, 2031, the District and WMATA agree to commence discussions to determine if the District will renew this Agreement for a Successive Term.

(d) Termination of Agreement for Cause. Upon sixty (60) calendar days' notice to WMATA, the District may terminate, in whole or in part, this Agreement if WMATA fails to apply provided funds as intended under this Agreement or if WMATA spends funds provided under this Agreement in a manner or for a purpose not authorized by this Agreement. The District shall notify WMATA promptly in writing of such a determination, the proposed cure and the effective date of the termination. WMATA may request reconsideration and an opportunity to cure by notifying the District within thirty (30) calendar days after the date of the District's notification. The District shall not terminate this Agreement until after WMATA's reconsideration request has been considered but may withhold funds in the interim. The District's decision upon reconsideration, if requested, will be final.

(e) Termination of Agreement for Change in Law. The District shall provide WMATA notice as soon as possible of any proposed change in law that would render the funding contemplated in this Agreement impossible.

SEC. 15. NO THIRD PARTY BENEFICIARIES

The Parties to this Agreement do not intend any non-signatory to this Agreement or any other third party to be a beneficiary to this Agreement, nor do the Parties intend for any such third party to have any rights or benefits under this Agreement or to have standing to bring an action or claim in any court or other forum to enforce any provision of this Agreement.

SEC. 16. AMENDMENTS

This Agreement may be amended or modified only by written agreement duly executed by both Parties.

SEC. 17. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served when presented by a Party personally, electronically, or sent by the U.S. Postal Service or by a courier service or national overnight delivery service, to the other Party as follows:

To the District of Columbia:

City Administrator
Office of the City Administrator
John A. Wilson Building, Suite 513
1350 Pennsylvania Avenue, N.W.

Washington, DC 20004

Chief Financial Officer for the District of Columbia
John A. Wilson Building, Room 203
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Attorney General for the District of Columbia
400 Sixth Street, N.W., 10th Floor
Washington, D.C. 20001

To the Washington Metropolitan Area Transit Authority:

General Manager & Chief Executive Officer
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W. Washington, D.C. 20024

Executive Vice President, Chief Legal Officer and General Counsel
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024

Executive Vice President and
Chief Strategy, Planning, and Performance Officer
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024

Executive Vice President and Chief Financial Officer
Washington Metropolitan Area Transit Authority
300 Seventh Street, S.W.
Washington, D.C. 20024

SEC. 18. SUCCESSORS

This Agreement shall be binding on the successors of the District and WMATA.

SEC. 19. NO DEBT GUARANTEES

The District does not guarantee the debt of WMATA, the Commonwealth of Virginia, or the State of Maryland or any obligation of WMATA, the Commonwealth of Virginia, or the State of Maryland.

In no circumstance shall the District be responsible under this Agreement for the dedicated funding commitments or other obligations of the Commonwealth of Virginia or the State of Maryland.

SEC. 20. REQUIREMENT FOR ANNUAL APPROPRIATIONS

(a) Notwithstanding any other provisions of this Agreement, all obligations of the District are subject to discretionary annual appropriation and allocation of funds by the governing bodies of the District and shall be consistent with and subject to the anti-deficiency laws applicable to the District.

(b) If there is a failure to appropriate and allocate the full annual Dedicated Funding Grant, that portion of the Capital Budget attributable to the Dedicated Funding Grant shall be revised to conform to the available funds and be submitted to the WMATA Board of Directors.

(c) Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 ((i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46, the District cannot obligate itself to any financial commitment in any present or future year unless the necessary funds to pay that commitment have been appropriated and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Agreement creates an obligation of the District in anticipation of an appropriation for such purpose, and the District's legal liability for the payment of any amount under this Agreement does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year.

(d) During the term of this Agreement, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget proposal submitted to the Council of the District of Columbia the amount necessary to fund the District's known potential financial obligations under this Agreement for such fiscal period. In the event that a request for such appropriation is excluded from a Council-approved budget that the District submitted to Congress for the applicable fiscal year, or if Congress reduced the appropriation or made no appropriation to pay any amount under this Agreement for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District will not be liable to make any payment or portion of a payment, as the case may be, under this Agreement upon the expiration of any then-existing appropriation.

(e) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the District under this Agreement.

(f) This Agreement shall not constitute an indebtedness of the District nor shall it constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No District official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated under District and federal law and is lawfully available.

(g) IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. OFFICIAL CODE § 1-204.46, NO DISTRICT OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THIS AGREEMENT UNLESS SUCH AMOUNT HAS BEEN APPROPRIATED.

SEC. 21 INDEMNIFICATION AND INSURANCE

(a) WMATA shall indemnify, defend, and hold harmless the District, and its directors, officers, agents, and employees, from and against all claims, suits, judgments, actions, losses, damages, liabilities, costs and expenses of every name and description, including but not limited to reasonable attorney's fees and costs, brought by any third party arising out of, resulting from, or in connection with any negligent act or omission by WMATA, its contractors, subcontractors, agents, or employees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, relating to any CIP work covered by this Agreement.

(b) WMATA shall either be sufficiently self-insured or carry insurance to cover the risks for WMATA, its employees, agents, contractors and subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable related to any CIP work covered by this Agreement. WMATA shall require all commercial insurance policies obtained by WMATA to satisfy its obligations under this section to list the District, and its respective officers, agents, and employees as Additional Insureds. WMATA certifies that as of the Effective Date of this Agreement, all commercial insurance and self-insurance lists the District and its respective officers, agents and employees as Additional Insureds. WMATA shall not remove the District, or its respective officers, agents, and employees as Additional Insureds from any commercial insurance policy obtained by WMATA to satisfy its obligations under this section, or from any self-insurance without the written consent of the District. However, any change in WMATA's brokers or insurance companies and the replacement of an insurance policy with a similar follow-on policy shall not be a breach of this section or subject to the

District's approval under this section, provided that WMATA notifies the District of any change, and provides the District with a copy of the new Certificate of Insurance naming the District and its respective officers, agents, and employees as Additional Insureds and updating any change in a self-insurance letter previously provided to the District.

(c) In the event WMATA receives notice from an insurer that any insurance policy is going to be, or has been, subject to cancellation, nonrenewal, or material adverse changes to the insurance contract, WMATA shall provide the District with prompt notice. WMATA shall provide thirty (30)-days advance written notice to the District of any cancellation or material adverse change to any self-insurance.

(d) For commercial insurance, WMATA shall provide to the District Certificates of Insurance listing the District, and its respective officers, agents, and employees, as Additional Insureds. WMATA shall provide to the District a self-insurance letter indicating the extent of WMATA's self-insurance.

(e) In lieu of carrying insurance for its agents, contractors or subcontractors, WMATA may require all its agents, contractors or subcontractors who perform any CIP work or activity of any type to carry insurance sufficient to cover the risks for all damage to persons and property due to CIP work under this Agreement. However, such insurance does not relieve WMATA of the burden of being self-insured and/or carrying insurance to cover the actions of its employees. WMATA shall require of its agents, contractors, and subcontractors that the District, and its respective officers, agents, and employees, are identified as Additional Insureds on all such insurance policies obtained in lieu of WMATA providing such insurance for its agents, contractors or subcontractors, and WMATA shall require that its agents, contractors, and subcontractors provide Certificates of Insurance to WMATA and the District listing the District and its respective officers, agents, and employees as Additional Insureds for any such insurance policies.

(f) Payment of any funds by or through the District shall not waive any of the rights of the District contained in this section nor release WMATA from any responsibilities or duties contained in this Agreement.

(g) The obligations of this section shall survive the termination of this Agreement for the life of the assets purchased with the funding provided or for twenty (20) years after termination, whichever is longer.

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SEC. 22. COUNTERPARTS

This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement. The counterpart with the most recent date shall determine the date of entry by the Parties to this Agreement.

IN WITNESS WHEREOF, WMATA and the District have executed this Agreement on the last date signed by the parties below.

For the District of Columbia:

By: ______________________________ Date:
Name:
Title:

For the Washington Metropolitan Area Transit Authority

By: ______________________________ Date:
Name:
Title:

ATTACHMENT 1

Approved Capital Improvement Program by Mode

FY2027–FY2032 APPROVED CAPITAL PROGRAM BY MODE ($M)

Capital Investment Categories—Mode	FY27	FY28	FY29	FY30	FY31	FY32	Six-Year Total
Metro Access	7.5	17.5	18.3	19.3	20.2	20.2	103.0
Bus	346.6	520.3	402.1	292.4	190.0	249.9	2,001.2
Rail	1,013.4	1,388.8	1,619.9	983.6	1,066.1	1,047.9	7,119.7
Business Operations	312.0	342.7	266.9	136.7	173.8	156.9	1,389.0
Technology	122.0	147.3	103.4	77.0	85.1	71.1	605.8
Reimbursable Projects	60.2	9.6	3.0	3.0	3.0	3.0	81.9
TOTAL CAPITAL INVESTMENTS	**1,861.7**	**2,426.2**	**2,413.6**	**1,511.9**	**1,538.2**	**1,549.0**	**11,300.6**
Revenue Loss from Capital Projects and Other Capital Needs	22.0	22.0	22.0	22.0	22.0	22.0	132.0
Debt Service - Dedicated Funding	253.6	313.5	375.0	375.0	375.0	375.0	2,066.9
TOTAL CAPITAL PROGRAM COST	**2,137.3**	**2,761.7**	**2,810.5**	**1,908.9**	**1,935.1**	**1,946.0**	**13,499.6**