

**SECOND AMENDMENT TO THE
CAPITAL FUNDING AGREEMENT**

Among

The State of Maryland;

The District of Columbia;

Arlington County, Virginia;

Fairfax County, Virginia;

The City of Alexandria, Virginia;

The City of Fairfax, Virginia;

The City of Falls Church, Virginia;

And

The Washington Metropolitan Area Transit Authority

Effective Date: 7/11/17

**SECOND AMENDMENT TO THE
CAPITAL FUNDING AGREEMENT**

THIS SECOND AMENDMENT TO THE CAPITAL FUNDING AGREEMENT (Second Amendment) is made and entered into this 11th day of July, 2017, by and among the **Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **the State of Maryland, acting by and through the Washington Suburban Transit District and the Department of Transportation; the District of Columbia; Arlington County, Virginia; Fairfax County, Virginia; the City of Alexandria, Virginia; the City of Fairfax, Virginia; and the City of Falls Church, Virginia (Contributing Jurisdictions and, collectively with WMATA, the Parties):**

RECITALS

1. The Parties to this Second Amendment desire to extend the term of that Capital Funding Agreement entered into by the Parties as of July 1, 2010 and previously extended to include WMATA Fiscal Year 2017 (CFA).
2. The Parties to this Second Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under the CFA as amended by the First Amendment to the CFA for an additional year (the Extension Term).
3. The Parties will continue to negotiate in good faith toward a longer-term capital funding agreement during the Extension Term.

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

SEC. 1 DEFINITIONS

Unless defined otherwise in this Second Amendment all terms used in this Second Amendment shall have the same meaning as is found in the CFA.

SEC. 2 EXTENSION OF TERM AND AMENDMENT OF LONG TERM DEBT OBLIGATIONS

Pursuant to Section 11 of the CFA, the Parties agree to extend the term of the CFA for one additional year, from July 1, 2017 through June 30, 2018 (FY2018) on the same terms and conditions agreed to under the CFA as amended by the First Amendment to the CFA. The maximum amount of long-term debt authorized for issuance in FY2018 in support of the FY2018 Capital Improvement Program shall not exceed \$575.2 million. The Parties acknowledge and agree that this debt issuance will be approved by the Jurisdictions pursuant to the opt-out provisions of the CFA. In the event that WMATA desires to issue additional debt during FY2018, WMATA shall follow the processes established for such issuance in the CFA. Additionally, WMATA may also choose to refinance the existing Gross Revenue Transit Bonds Series 2009A and 2009B provided that the jurisdictional debt service amounts will be no greater than the existing amounts covering these bonds. If a Contributing Jurisdiction elected to pre-pay its portion of the Gross Revenue Transit Bonds Series 2009A or 2009B pursuant to Section 4(b)(2)(C) of the CFA that Contributing Jurisdiction shall not be responsible for costs, debt service, or other amounts related to the refunded Gross Revenue Transit Bonds Series 2009A or 2009B.

SEC. 3 CAPITAL IMPROVEMENT PROGRAM

- A. As is contemplated by the CFA as amended by the First Amendment to the CFA, it is anticipated that the WMATA Board of Directors will adopt a new Fiscal Year 2018 Capital Budget on or before June 30, 2017. It is the intent of the Parties that the CFA be automatically amended to incorporate the FY2018 Capital Budget as adopted by the Board so long as the Allocated Contributions in the FY2018 Annual Work Plan do not exceed \$210.5 million exclusive of long-term debt and PRIIA matching funds in Attachment A.
- B. Attachment A contains the FY2018 Capital Budget, representing a summary of the FY2018 Annual Work Plan.
- C. The District of Columbia's Allocated Contribution to the FY2018 Capital Budget shall not exceed \$76.1 million and this amount shall be added to the amounts contained in Section 4(b)(1)(C)(i) of the CFA and the First Amendment to the CFA to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed \$565,514,000 to be paid from the District of Columbia Capital Funds.
- D. It is the intent of the Parties that to the extent that WMATA undertakes multi-year projects in the FY2018 Annual Work Plan, adopted by this Second Amendment, such projects shall be continued in accordance with the provisions of Section 2(e) of the CFA.

SEC. 4 CONTINUING EFFECT

This Second Amendment amends certain terms and conditions of the CFA. All other terms and conditions of the CFA as amended by the First Amendment to the CFA that are not modified by this Second Amendment shall remain in full force and effect. Should there be any

conflict between the terms and conditions in this Second Amendment and the CFA as amended by the First Amendment the terms and conditions of this Second Amendment, and in the case of the District of Columbia the Second Amendment to the Local Capital Funding Agreement, shall control.

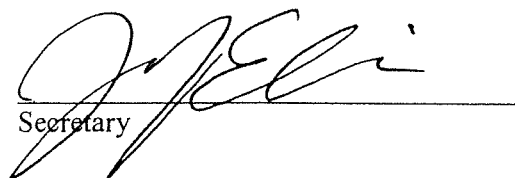
SEC. 5 COUNTERPARTS

This Amendment 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 of this Agreement by the Parties.

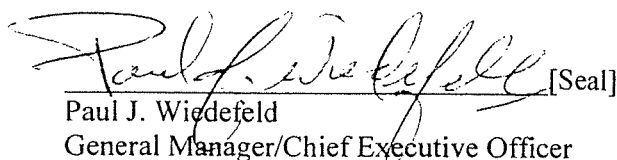
IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Amendment by their representatives' signatures below.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Attest:

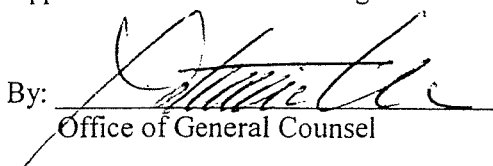

Secretary

By:

 [Seal]
Paul J. Wiedefeld
General Manager/Chief Executive Officer

Dated: 7/11/17

Approved as to Form and Legal Sufficiency:

By: 
Office of General Counsel

[signatures continued on following page]

STATE OF MARYLAND

acting by and through the Washington Suburban Transit District and the Department of
Transportation

MARYLAND DEPARTMENT OF
TRANSPORTATION

Attest:

Viktoria Janaliski

Witness

By:

P. K. R.

[Seal]

Secretary

and

WASHINGTON SUBURBAN
TRANSIT DISTRICT

Attest:

K. J. W.

Witness

By:

[Signature]

[Seal]

Chairman

Approved as to Form and Legal Sufficiency:

By:

[Signature]

Assistant Attorney General

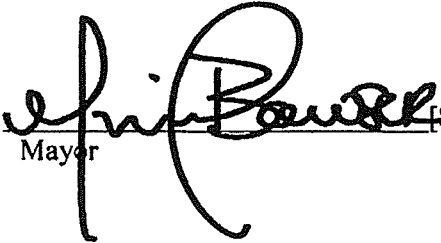
Date: 6-29-17

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DISTRICT OF COLUMBIA

Attest:

Witness

By:  [Seal]
Mayer

Approved as to Form and Legal Sufficiency:

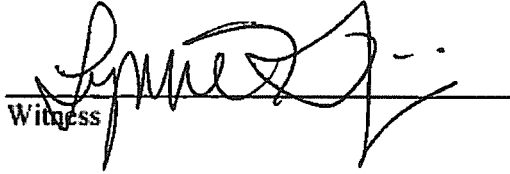
By: _____
Attorney General

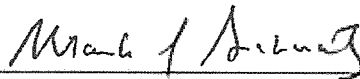
Dated: _____

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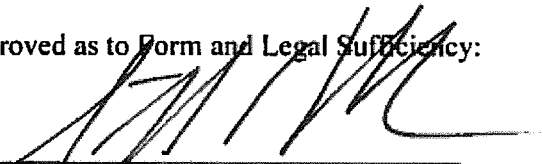
COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

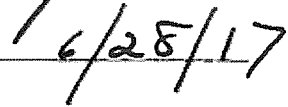
Attest:


Witness

By:  [Seal]
County Manager
Arlington County, Virginia

Approved as to Form and Legal Sufficiency:

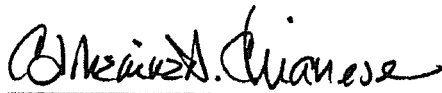
By: 
Arlington County Attorney

Dated: 

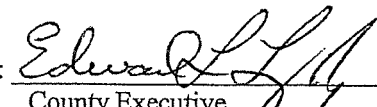
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FAIRFAX COUNTY, VIRGINIA

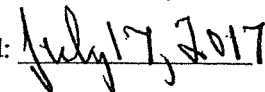
Attest:



Clerk to the Board of Supervisors

By:  [Seal]
County Executive
Fairfax County, Virginia

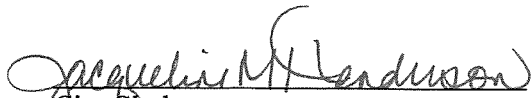
Approved as to Form and Legal Sufficiency:

By: 
County AttorneyDated:  July 17, 2017

[signatures continued on following page]

CITY OF ALEXANDRIA, VIRGINIA

Attest:


City Clerk

By:  [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By: 
City Attorney

Dated: 5/31/17

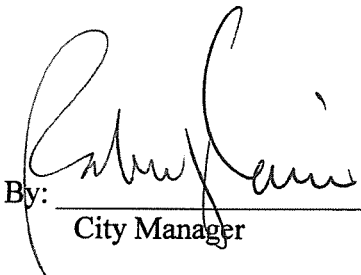
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CITY OF FAIRFAX, VIRGINIA

Attest:



City Clerk


By: _____ [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By: 

City Attorney

Dated: 6/20/2017

[signatures continued on following page]

CITY OF FALLS CHURCH, VIRGINIA

Attest:

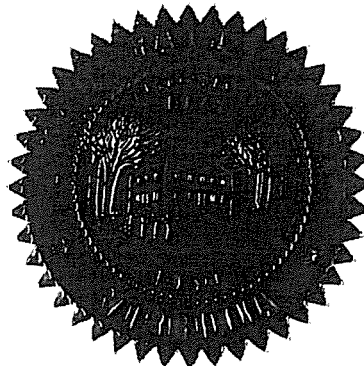
Celaste Heath
City Clerk

By: Wyatt Smith [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By: Carol W. McLaughlin
City Attorney

Dated: 06/21/2017



Resolution 2017-17

Attachment A

Washington Metropolitan Area Transit Authority
FY2018 Capital Improvement Program (CIP) Financial Plan

\$ in Millions	Total	District of Columbia	State of Maryland	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church	DRPT CMAQ Match	Commonwealth of Virginia
Allocated State and Local	210.5	76.1	73.1	9.8	18.6	0.6	31.8	0.6		
FY2011-2016 CFA Reconciliation Payback	75.9	28.8	27.6	1.7	6.2	0.2	11.0	0.3		
FY2017 Authorized Debt	58.3	21.7	20.3	2.6	4.9	0.2	8.5	0.2		
FY2017 LOC Payback	150.0	55.8	52.1	6.7	12.5	0.4	22.0	0.5		
FY2018 Debt	291.0	105.2	101.1	13.6	25.7	0.8	43.9	0.8		
Subtotal - Allocated Contributions Incl. Debt	785.7	287.5	274.2	34.4	67.9	2.1	117.3	2.3	0.0	0.0
Federal	460.5									
PRIMA Match	148.5	49.5	49.5							49.5
Other State and Local	15.3	1.1	5.1	6.8	0.3	0.01	0.6	0.01	1.4	
MWAA	118.2									
Other	6.0									
Subtotal - Other CIP Funding	748.5	50.6	54.6	6.8	0.3	0.0	0.6	0.0	1.4	49.5
Total	1,534.2	338.1	328.9	41.2	68.2	2.1	117.9	2.3	1.4	49.5