

**FIRST 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: June 30, 2016

**FIRST AMENDMENT TO THE
CAPITAL FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO THE CAPITAL FUNDING AGREEMENT (Amendment) is made and entered into this 30th day of June, 2016, 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):**

RECITALS

1. The Parties to this Amendment desire to extend the term of that Capital Funding Agreement entered into by the Parties as of July 1, 2010 (CFA).
2. The Parties to this Amendment desire to continue the funding and work of WMATA on the same terms and conditions currently in place under 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 Amendment all terms used in this 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, 2016 through June 30, 2017 (FY2017) on the same terms and conditions agreed to under the CFA. The maximum amount of Long-Term Debt authorized for issuance in FY2017 (before June 30, 2017) to be used in support of the Capital Improvement Program shall not exceed \$58,300,000. Each of the Parties acknowledge and agree that this debt issuance must be approved by the respective Jurisdictions pursuant to the opt-out provisions of the CFA, subject to appropriations and the limitations stated in § 4(b)(3) of the CFA and § 4(b)(3) of the DCLFA. In the event that WMATA desires to issue additional debt during FY2017, WMATA shall follow the processes established for such issuance in the CFA.

SEC. 3 CAPITAL IMPROVEMENT PROGRAM

- A. As is contemplated by the CFA, it is anticipated that the WMATA Board of Directors will adopt a new Fiscal Year 2017 Capital Budget on or before June 30, 2016. It is the intent of the Parties that the CFA is amended to incorporate the FY2017 Annual Work Plan as adopted by the Board so long as the amounts to be billed to the Contributing Jurisdictions in FY2017 shall not exceed \$247,800,000, excluding Passenger Rail and Improvement Act (PRIIA) funding.
- B. Attachment A contains the proposed budget funding plan, including PRIIA funding.

C. The District of Columbia's Allocated Contribution to the FY2017 Annual Work Plan shall not exceed \$92,100,000, excluding PRIIA funding, and this amount shall be added to the amount contained in Section 4(b)(1)(C)(i) of the CFA to constitute the new limitation on required Allocated Contributions for the District of Columbia in the total maximum amount not to exceed \$489,414,000, excluding PRIIA funding, to be paid from the District of Columbia Capital Funds.

SEC. 4 CONTINUING EFFECT

This First Amendment amends certain terms and conditions of the CFA. All other terms and conditions of the CFA that are not modified by this First Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this First Amendment and the CFA the terms and conditions of this First Amendment, and in the case of the District of Columbia the First Amendment to the Local Capital Funding Agreement, shall control.

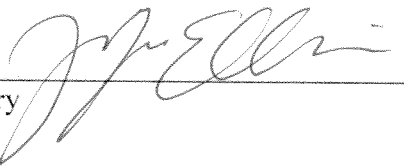
SEC. 5 COUNTERPARTS

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.

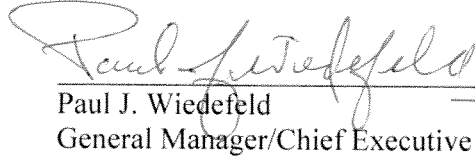
IN WITNESS WHEREOF, WMATA and the Contributing Jurisdictions have executed this Amendment by their representatives' signatures below.

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Attest:


Secretary

By:


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

Dated: April 20, 2016

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:

Victoria Saraleski

Witness

By: [Signature] [Seal]
Secretary

and

WASHINGTON SUBURBAN
TRANSIT DISTRICT

Attest:

[Signature]

Witness

By: [Signature] [Seal]
Chairman

Approved as to Form and Legal Sufficiency:

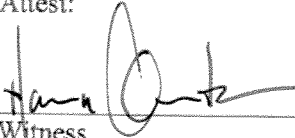
By: [Signature]
Assistant Attorney General

Date: 4/14/16

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:



Witness

By: _____
Mayor [Seal]

Approved as to Form and Legal Sufficiency:

By: _____
Attorney General

Dated: _____

[signatures continued on following page]

DISTRICT OF COLUMBIA

Attest:

Witness

By: _____ [[Seal]
Mayor

Approved as to Form and Legal Sufficiency:

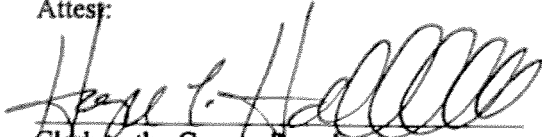
By: Karl A. Racine by NOL
Attorney General

Dated: 8/18/16

[signatures continued on following page]

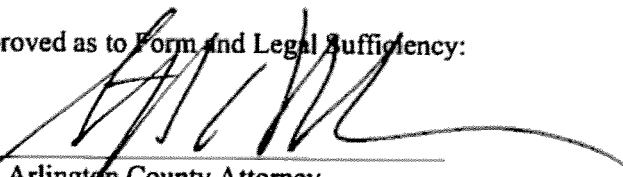
COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Attest:


Clerk to the County Board

By:  [Seal]
Chair
County Board
Arlington County, Virginia

Approved as to Form and Legal Sufficiency:

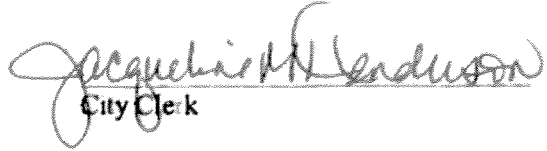
By: 
Arlington County Attorney

Dated: 6/10/16

[signatures continued on following page]

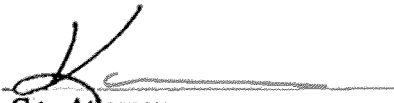
CITY OF ALEXANDRIA, VIRGINIA

Attest:


City Clerk

By  [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By. 
City Attorney

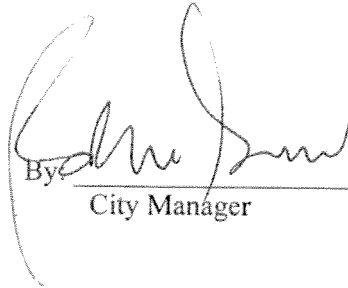
Dated: 6/16/14

[signatures continued on following page]

CITY OF FAIRFAX, VIRGINIA

Attest:


City Clerk


By: _____ [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By: 
City Attorney

Dated: 4/22/16

[signatures continued on following page]

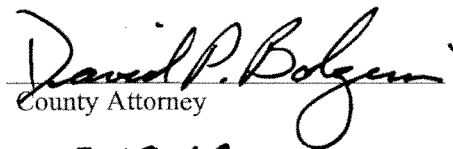
FAIRFAX COUNTY, VIRGINIA

Attest:


Clerk to the Board of Supervisors

By:  [Seal]
County Executive
Fairfax County, Virginia

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

Dated: 5-19-16

[signatures continued on following page]

CITY OF FALLS CHURCH, VIRGINIA

Attest:

Celeste Heath
City Clerk

By: Wm. H. Guild [Seal]
City Manager

Approved as to Form and Legal Sufficiency:

By: Carol W. McCoskie
City Attorney

Dated: 06/20/2016





Washington Metropolitan Area Transit Authority

Revised FY2017 Capital Improvement Program (CIP) Proposed Budget

ATTACHMENT A

Revised State/Local Contributions and Debt Opt-Out Allocation									
	Total	District of Columbia	State of Maryland	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church	Commonwealth of Virginia
# in millions									
Federal	469.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other Non-Federal	33.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
State and Local	338.1	119.9	115.4	8.5	15.8	0.5	27.8	0.6	49.5
Debt (Opt-Out)	58.3	21.7	20.3	2.6	4.9	0.2	8.5	0.2	0.0
Total	\$898.9	\$141.6	\$135.7	\$11.1	\$20.7	\$0.7	\$36.3	\$0.8	\$49.5