

FINAL FOR EXECUTION

**FIRST AMENDMENT TO THE
LOCAL CAPITAL FUNDING AGREEMENT**

By and Between

The District of Columbia

And

The Washington Metropolitan Area Transit Authority

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**FIRST AMENDMENT TO THE
LOCAL CAPITAL FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO THE LOCAL CAPITAL FUNDING AGREEMENT (First Amendment) is made and entered into this 30th day of June, 2016, by and between **the Washington Metropolitan Area Transit Authority (WMATA)**, a body corporate and politic created by interstate compact between Maryland, Virginia, and the District of Columbia; **and the District of Columbia**, a municipal corporation (**District of Columbia**).

RECITALS

1. The Parties to this Amendment desire to extend the term of that Local Capital Funding Agreement entered into by the Parties as of July 1, 2010 (DC LFA).
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 DC LFA 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 DC LFA.

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

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Pursuant to Section 11 of the DC LFA, the Parties agree to extend the term of the DC LFA for one additional year, from July 1, 2016 through June 30, 2017 (FY2017) on the same terms and conditions agreed to under the DC LFA. The maximum amount of long-term debt authorized for issuance in FY2017 in support of the Capital Improvement Program shall not exceed \$58,300,000. The Parties acknowledge and agree that this debt issuance must be approved by the District of Columbia 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 DC LFA. 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 DC LFA, it is anticipated that the WMATA Board of Directors will adopt a new FY2017 Capital Budget on or before June 30, 2016. It is the intent of the Parties that the DC LFA 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 DC LFA 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 DC LFA. All other terms and conditions of the DC LFA 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 DC LFA the terms and conditions of this 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.

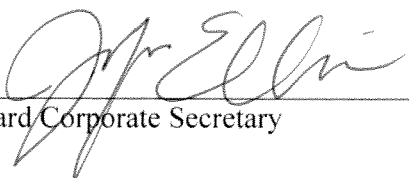
IN WITNESS WHEREOF, WMATA and the District of Columbia have executed this Amendment by their representatives' signatures below.

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IN WITNESS WHEREOF, WMATA and the District of Columbia have executed this Agreement on this _____ day of _____, 2016.

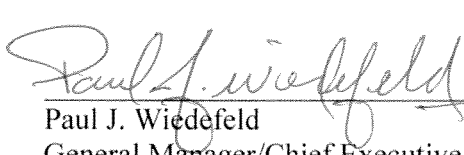
WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

Attest:



Board Corporate Secretary

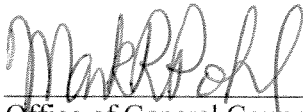
By:

 [Seal]

Paul J. Wiedefeld
General Manager/Chief Executive Officer

Dated: April 20, 2016

Approved as to Form and Legal Sufficiency:

By: 

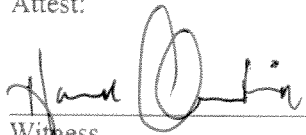
Office of General Counsel

[signatures continued on following page]

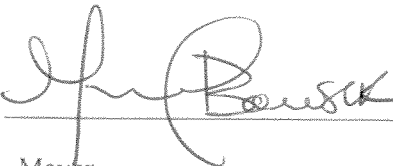
FINAL FOR EXECUTION

DISTRICT OF COLUMBIA

Attest:



Witness

By:  [Seal]

Mayor

Approved as to Form and Legal Sufficiency:

By: _____
Attorney General

Dated: _____

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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



Washington Metropolitan Area Transit Authority

Revised FY2017 Capital Improvement Program (CIP) Proposed Budget

ATTACHMENT A

Revised State/Local Contributions and Debt Opt-Out Allocation									
# in millions	Total	District of Columbia	State of Maryland	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church	Commonwealth of Virginia
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