

Washington Metropolitan Area Transit Authority
Board Action/Information Summary

☒ Action ☐ Information

MEAD Number:
202188

Resolution:
☒ Yes ☐ No

TITLE:

Fairfax County Free Student Bus Program Extension

PRESENTATION SUMMARY:

Staff seeks Board authorization to exercise the current year extension and remaining options to continue the fare buydown agreement with Fairfax County for the Fairfax County Free Student Bus Program.

PURPOSE:

Board authorization to exercise the current year extension and all remaining options to continue the fare buydown agreement with Fairfax County for the Fairfax County Free Student Bus Program.

DESCRIPTION:

Staff requests Board approval to exercise the current year extension and all remaining options to continue the fare buydown agreement with Fairfax County for the Fairfax County Free Student Bus Program.

There are no interested parties in this action.

Key Highlights:

- In July 2018, The Board of Directors approved Resolution 2018-29 authorizing the Fairfax County Free Student Bus Pass Pilot Program at Justice High School.
- Since program inception, the Fairfax County Student Pilot Program has provided approximately 70,000 rides generating \$140,000 in additional WMATA revenue.
- Ridership grew by 17 percent during the 2019-2020 school year despite Covid-19 related Metrobus service changes.
- Exercise current year extension and authorize remaining options of the fare buydown agreement, if requested by Fairfax County.
- Fairfax County pays full costs, including any applicable increase to cost or fares.

Background and History:

In July 2018, the Board of Directors approved Resolution 2018-29, which authorized the Fairfax County Free Student Bus Pass Pilot Program at Justice High School. On July 25, 2019, the approval of Resolution 2019-26 authorized the execution of a fare buydown agreement and program extension for Fairfax County's Free Student Bus

Pass Pilot Program at Justice High School through August 31, 2020. The fare buydown program authorized full fare reimbursement for Metrobus rides taken by eligible students.

The Fairfax County Free Student Bus Pass Pilot Program facilitates student ridership in Fairfax County, alleviates the financial burden on students who pay for Metrobus out of pocket and provides an alternative for students who formerly used other modes of transportation. Overall, the program broadened student access to transit services, jobs and regional access.

Discussion:

The Fairfax County Board of Supervisors is requesting a one-year program extension and fare buydown agreement option for fares associated with Metrobus rides taken by eligible students through August 31, 2021. A one-year extension will continue Fairfax County's reimbursement at the applicable full fare rate established by the Board for student rides on select Metrobus routes and allow the County to further its data collection and program analysis.

In anticipation of future requests from Fairfax County to continue the fare buydown agreement, staff is seeking authorization to exercise remaining options to extend this agreement, with Fairfax County paying full costs of the Fairfax County Free Student Bus Program, including any applicable increase to cost or fares.

FUNDING IMPACT:

There is no funding impact. The Fairfax County Free Student Bus Pass Pilot Program generated approximately \$140,000 in additional program revenue and favorable impact to WMATA.

TIMELINE:

Previous Actions	July 2018 – Board of Directors approved Resolution 2018-29, which authorized the Fairfax County Free Student Bus Pilot Program at Justice High School. July 2019 – Board of Directors approved Resolution 2019-26 authorizing the execution of a fare buydown agreement and Fairfax Student Free Bus Pass Pilot extension through August 2020.
Anticipated actions after presentation	Execution of the current year's fare buydown agreement for Fairfax County's Free Student Bus Pass Program at Justice High School through August 2021.

RECOMMENDATION:

Board authorization to exercise the current year extension and all remaining options to continue the fare buydown agreement with Fairfax County for the Fairfax County Free Student Bus Program.

PRESENTED AND ADOPTED: July 23, 2020

**SUBJECT: AUTHORIZATION TO NEGOTIATE AND EXECUTE AN EXTENSION OF FARE
BUYDOWN AGREEMENT FOR FREE STUDENT BUS PASS PILOT PROGRAM**

2020-29

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

WHEREAS, Compact Section 79 permits WMATA to enter into reduced fare (fare buydown) agreements and Resolution 2011-30 requires Board approval for all fare buydown agreements; and

WHEREAS, Pursuant to Resolutions 2018-29 and 2019-26, the Board established and extended the Free Student Bus Program for Justice High School in Fairfax County and authorized the General Manager and Chief Executive Officer (GM/CEO) to negotiate and execute a fare buydown agreement for Fairfax County to pay WMATA the full costs and fares associated with the Program; and

WHEREAS, The Fairfax County Board of Supervisors approved an extension of the Free Student Bus Program for Justice High School in Fairfax County and appropriated funding for the Program for one additional year through August 31, 2021;

NOW, THEREFORE, be it

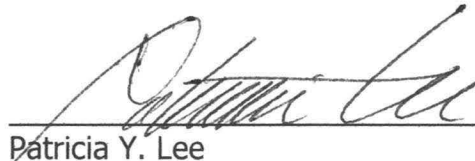
RESOLVED, That the Board authorizes the GM/CEO to exercise the current year and all remaining options to continue the fare buydown agreement appended hereto as Attachment A when requested by Fairfax County with the County paying the full costs of the Fairfax County Free Student Bus Program, including any applicable increase to costs or fares; and be it finally

Motioned by Mr. Smedberg, seconded by Mr. Goldman

Ayes: 8- Mr. Smedberg, Ms. Gidigbi, Mr. Goldman, Mr. Horner, Mr. Marootian, Mr. Letourneau, Mr. Slater and Mr. McMillin

RESOLVED, That, in order to continue the Free Student Bus Program for Justice High School in Fairfax County without interruption, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,

A handwritten signature in black ink, appearing to read 'Patricia Y. Lee', is written over a horizontal line.

Patricia Y. Lee
Executive Vice President and General Counsel

WMATA File Structure No.:
9.12.9 Tariff (WMATA Fare Structure)

**FAIRFAX COUNTY FREE STUDENT BUS PASS PROGRAM AGREEMENT
BETWEEN
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
AND FAIRFAX COUNTY**

This Agreement is made by and between the Washington Metropolitan Area Transit Authority ("WMATA" or "Authority") and Fairfax County, ("the County") for the implementation of the Fairfax County Free Student Bus Pass pilot program.

RECITALS

WHEREAS, the County desires to provide for bus transportation of eligible students going to and from Justice High School located at 3301 Peace Valley Lane, Falls Church, VA 22044 and for other purposes authorized by the County; and

WHEREAS, the County Board of Supervisors unanimously approved a one year pilot for the County to subsidize WMATA Metrobus service to eligible students at Justice High School; and

WHEREAS, the WMATA Board of Directors approved the provision of Metrobus service through the Free Student Bus Pass Program to the County's eligible students as determined in the County's sole discretion and upon the County's replacement of lost revenues and costs to WMATA.

WHEREAS, both the County and WMATA (collectively, "the Parties") intend to fully cooperate in the achievement of their common goals, among which is increasing ridership by students through the implementation of the Free Student Bus Pass Program.

NOW, THEREFORE, the Parties, with intent to be bound, agree as follows:

RIGHTS AND RESPONSIBILITIES

Article I – Definitions

- A. "Fare Media" means a SmarTrip® card or other WMATA-issued card to use the Metrobus system.
- B. "Fare Product" means a WMATA-issued electronic pass that is loaded onto the Fare Media by WMATA prior to delivery of the Fare Media to the County.
- C. "Hot-listing" means the process of identifying and deactivating Fare Media no longer assigned to a student or not authorized for use.

- D. "Free Student Bus Pass Program" or "FSBPP" means a program established by the County whereby certain Fairfax County students receive free, Metrobus, Fairfax Connector and City of Fairfax CUE transit service for trips to and from school and other activities as authorized by the County.
- E. "Free Student Bus Pass Program" or "FSBPP Students" means students identified by the County as approved to participate in the FSBPP Program pursuant to terms established by the County.
- F. "FSBPP Fare Media" means a WMATA-issued SmarTrip Card that includes a FSBPP Fare Product.
- G. "FSBPP Fare Product" means a Fare Product that allows unlimited travel on certain Metrobus, Fairfax Connector, and City of Fairfax CUE systems as further specified in Exhibit A.
- H. Confidential Information means the Card Serial Number (CSN).

Article II – General Roles and Responsibilities:

- A. In addition to its other responsibilities under this Agreement, WMATA shall:
 - 1. Provide billing information in accordance with WMATA's processes and procedures for subsidy billing; and
 - 2. Seek approvals and authorizations from the WMATA Board of Directors as may be required.
 - 3. Preload the FSBPP Fare Product with unlimited access to specific Northern Virginia Metrobus routes detailed in Exhibit A, attached hereto.
- B. In addition to its other responsibilities under this Agreement, the County shall:
 - 1. Promulgate eligibility criteria, user rules and regulations as necessary for the FSBPP Program and provide a copy thereof to WMATA;
 - 2. Request such approvals of the County Board of Supervisors as may be necessary to implement this Agreement; and
 - 3. Enforce FSBPP individual and trip eligibility rules.

4. All requests for funding by the County as set forth in this agreement are subject to appropriation by the Fairfax County Board of Supervisors.

Article III – Program Requirements

A. Free Student Bus Pass Program

1. By August 1 of each year, the County shall submit to WMATA a request (the “initial FSBPP request”) for FSBPP Fare Media. During the duration of the Agreement, the County may submit additional requests to WMATA, so long as funding is available to support the additional requests. The County anticipates that its initial and subsequent FSBPP requests for School Year 2018-2019 will not exceed two thousand two hundred (2,200) FSBPP Fare Media; provided, however, the County may exceed this number so long as funding is available to support the higher number of FSBPP Fare Media requested.
2. Within ten (10) business days after receiving the initial request, WMATA shall provide to the County the requested number of FSBPP Fare Media. After receiving any subsequent request, WMATA shall provide to the County the requested number of FSBPP Fare Media as soon as possible, but no later than within ten (10) business days.
3. WMATA shall include the activated FSBPP Fare Product on each FSBPP Fare Media provided to the County. Such FSBPP Fare Product shall provide unlimited access to Metrobus routes detailed in Exhibit A, attached hereto. The FSBPP Fare Product shall not permit access to the Metrorail system or to any other Metrobus route that is not stated in Exhibit A or any other WMATA provided service. No stored value may be loaded onto FSBPP Fare Media.
4. The County shall be responsible for distributing and registering the FSBPP Fare Media to each FSBPP Student; provided, that the County may request that WMATA provide assistance in distributing and registering the FSBPP Fare Media, and the County shall be responsible for solely funding the costs incurred by WMATA to provide such assistance. By March 15 of each year, the County shall provide a written request to WMATA outlining the requested distribution and registration assistance, if any.
5. Receipt of a FSBPP Fare Media shall be available only to persons who are identified by the County as eligible FSBPP Students.

6. The County shall provide appropriate notice to each FSBPP Student, Students' parents and school administration that:
 - a. FSBPP Students must "tap to ride" and that WMATA will not provide any service in the absence of a valid Fare Media being properly used on Metrobus routes;
 - b. FSBPP students must use FSBPP Fare Media when using the Metrobus for FSBPP Program purposes;
 - c. FSBPP students must use FSBPP Fare Media on Metrobus routes detailed in Exhibit A. FSBPP Fare Media is not a valid, accepted Fare Media for Metrorail service. FSBPP students must use a different form of fare payment to ride Metrobus routes not listed in Exhibit A.
 - d. WMATA has a "No Card; No Ride" policy;
 - e. Fare Media issued for the FSBPP Program, and the associated Fare Product, are not transferrable to any other person;
 - f. Transportation on approved Metrobus routes shall be available only to FSBPP Students who possess a valid Fare Product on a valid Fare Media;
 - g. Users of the Metro System must tap their Fare Media to enter a Metrobus; and
 - h. FSBPP Fare Media does not permit cash value to be added or stored onto the card.
7. The County acknowledges and agrees that WMATA has no responsibility for monitoring the use of the Metrobus System for compliance with FSBPP Program eligibility terms and conditions the County imposed individual and trip eligibility requirements, including Metrobus routes and the hours of usage. WMATA is required to provide transportation to persons who present, through tapping, working Fare Media with a valid Fare Product. WMATA is required to enforce its Tariff on the Ridership Rules and Guidelines.

B. Card Use Verification Process; Deactivation of Lost, Damaged, Stolen, and Misused Cards

1. The County shall register FSBPP Fare Media in order to verify use and abuse of such FSBPP Fare Media. Written instructions on FSBPP Fare

Media Online Registration manual attached hereto as Exhibit B shall be completed by the County.

2. If the County determines that a FSBPP Fare Media should be deactivated because of loss, theft, misuse or any other reason, the County shall flag the serial number of the Fare Media in the Registration system.
3. WMATA shall deactivate each such FSBPP Fare Media within one (1) business day after the County provides the serial number of the Fare Media subject to deactivation.

Article IV --- Billing

A. Invoice and Payment

WMATA shall invoice the County on a quarterly basis shown as a separate line item on the Jurisdictional Subsidy invoice for the FSBPP. Such invoice shall be provided at least forty-five (45) days before the beginning of each quarter in an amount equal to actual use of FSBPP Fare Media as the form of payment for rides taken pursuant to this Agreement for the quarter, as calculated pursuant to section B of this Article. The County hereby acknowledges and agrees that a payment formula that submits payment to WMATA after rides are taken is limited to the one-year pilot program and such payment terms may not be available in the future. WMATA's books and records may be audited by the County not more than once per year and not later than three (3) years after the year of expenditure.

B. WMATA shall calculate the costs of the FSBPP as follows:

1. Number of FSBPP Fare Media issued by WMATA to the County under this Agreement multiplied by two dollars (\$2.00). Such payment shall become due and payable on the first day of the new quarter.
2. Actual rides are calculated as follows: Number of actual student rides boarded by using FSBPP Fare Media during the previous quarter net of free transfers multiplied by \$2. Such cost shall become due and payable on the first day of the new quarter.
3. Actual cost of County-requested FSBPP Fare Media registration and/or distribution support (if any) provided by WMATA.

Article V --- Cost of Goods and Services

Total cost for goods and services under this Agreement shall not exceed three hundred thousand dollars (\$300,000) through August 31, 2019. To the extent that the County requests goods or services anticipated to exceed this amount, WMATA shall have no obligation to provide such goods or services until the County has identified and agreed to provide additional funding to cover the request for goods and services.

Article VI – Data Sharing

A. WMATA shall monitor and provide the following information to the County:

1. The average cost per ride using the FSBPP Fare Product shall be calculated and included with the quarterly invoice for the Free Student Bus Pass Program.
2. The number of actual boardings on Metrobus routes using the FSBPP Fare Media shall be provided on a monthly basis. See Exhibit C as a sample of such ridership and fare product reports.
3. The County may request additional aggregated data that the County may need from time to time related to the FSBPP Program, provided the information is available for WMATA to produce. WMATA data, records and reports shall be the official records for all purposes related to Article IV herein.

B. Limitation on Use

WMATA and the County are sharing the Confidential Information solely for the purposes of the Parties and their employees or contractors performing their obligations under the Free Student Bus Pass Program, for the purposes of providing information to Program participants about their FSBPP Fare Media to allow them to utilize that Fare Media fully; to evaluate the efficiency and effectiveness of the Program; to help ensure the success of the Program; to help address or prosecute fraud or abuse; and to help ensure that Fairfax County funds are expended efficiently and effectively (the "Authorized Purposes"). The Parties agree to use the Confidential Information solely for the Authorized Purposes. Any other requested use of the Confidential Information will require advance written approval by the Party providing the information.

C. Limitation on Disclosure

The Parties agree to limit dissemination of the Confidential Information to those personnel who are working on Authorized Purposes. All personnel to

whom the Confidential Information is disclosed shall be apprised of its confidential nature and the general terms of this Agreement.

D. Required Disclosure

Nothing in this Agreement shall prohibit either Party from disclosing Confidential Information if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"), provided that the discloser then shall (i) give the other Party prompt notice of such Required Disclosure prior to disclosure; (ii) cooperate with the other Party in the event that that Party elects to contest such disclosure or seek a protective order with respect thereto, and (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

E. Duty of Care

Each Party will use the same degree of care to avoid unauthorized disclosure of Confidential Information that is employed with respect to its/his/her own confidential information of like importance and take any steps as are reasonably requested by the Discloser to prevent or stop a breach or threatened breach of this Agreement.

F. Unauthorized Disclosure

Each Party shall immediately notify the other Party if it becomes aware of any unauthorized use, access, copying, or disclosure of any of the other Party's Confidential Information.

G. Remedies

In the event of any unauthorized disclosure of the Confidential Information, relief may be obtained in accordance with applicable law.

H. Return/Destruction

Except as specified below or in accordance with applicable law, within ten (10) business days of receipt of a written request, either Party will return all tangible forms of the Confidential Information (including all hard and electronic copies thereof) to the disclosing Party along with all copies and portions thereof, or certify in writing that all Confidential Information has been destroyed in accordance with industry best practices for destruction of such material, as elected by the disclosing Party. Notwithstanding the preceding, within thirty (30) business days of completion, cancellation, or any other termination of the Free Student Bus Pass Program, each Party shall return all tangible forms of the Confidential Information (including all

hard and electronic copies thereof), along with all copies and portions thereof, or may choose to destroy all tangible forms of such Confidential Information in accordance with industry best practices for destruction of such material, and certify such destruction to the other Party.

Article VII – General Matters

A. Dispute Resolution

Any disputes between the County and WMATA 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. The other Party may respond within thirty (30) days. If the dispute is not resolved within thirty (30) days following the response or if there is no response within thirty (30) days, the dispute may be resolved as discussed in Article VII, Section C.

B. Court Jurisdiction

Either Party may commence a civil action for resolution of the dispute in the United States District Court for the Eastern District of Virginia or the District of Columbia as may be appropriate.

C. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Virginia or the District of Columbia as may be appropriate.

D. Amendments

This Agreement may not be amended or modified in any respect except by an instrument in writing signed by both Parties.

E. Term

This Agreement shall be effective on the date the last signature is affixed hereto, and shall continue in effect until August 31, 2019.

The County may extend the period of this Agreement by exercising a maximum of five (5) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. The County shall provide WMATA with written notice of its intent to exercise an option period on or before June 30 of the year in which expiration is scheduled to occur. The exercise of an option is subject to the availability

of funds at the time of the exercise of the option. WMATA may accept or reject an exercise of each option in its sole discretion.

F. Termination

This Agreement may be terminated for convenience by either party upon providing 90 days' written notice, or unless sooner terminated in accordance with this Agreement.

G. 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.

H. 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). Such correspondence shall be deemed delivered, upon the earlier to occur of the following: the day delivered by hand delivery; 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; or actual receipt at the Parties' addresses.

Washington Metropolitan Area Transit Authority

Craig S. Gross
Treasurer
600 Fifth Street, N.W.
Washington, D.C. 20001

with copies to:

General Counsel
600 Fifth Street, N.W.
Washington, D.C. 20001

Chief Financial Officer
600 Fifth Street, N.W.
Washington, D.C. 20001

Director, Customer Service, Sales and Fare Media 600 Fifth Street,
N.W.
Washington, D.C. 20001

Fairfax County Department of Transportation:

Tom Biesiadny
Director
Fairfax County Department of Transportation
4050 Legato Road
Fairfax, VA 22033

Todd Wigglesworth
Division Chief, Coordination & Funding Division
Fairfax County Department of Transportation
4050 Legato Road
Fairfax, VA 22033

with a copy to:

Elizabeth Teare, Esq.
County Attorney
Fairfax County
12000 Government Center Parkway
Fairfax, VA 22035

I. Sovereign Immunity

Nothing herein shall be deemed to be a waiver of the County's sovereign immunity.

J. Third Party

Nothing in this Agreement shall be construed as creating any rights or benefits for any third person or entity.

K. Agent Liability

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee or agent of the Parties.

L. Non-Discrimination

The Parties shall abide by the provisions of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act

of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Americans With Disabilities Act (104 Stat. 327; 42 U.S.C. §§ 12103 et seq.), the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex, in employment and in providing facilities and services to the public. Nothing in the advertising for employees shall be done which prevent those covered by these laws from qualifying for employment.

M. Severance of Terms and Compliance with Applicable Law

The Parties shall comply with all applicable laws, regulations, and rules. This Agreement is subject to all applicable laws, regulations, and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Meeting the terms of this Agreement shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in this Agreement.

N. Captions


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.

O. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date therein written.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

By  Date 9/14/18
Craig S. Gross
Treasurer

Approved for legal sufficiency

Digitally signed by Marc Biondi

Date: 2018.09.12 11:56:15 -04'00'

Office of General Counsel

FAIRFAX COUNTY

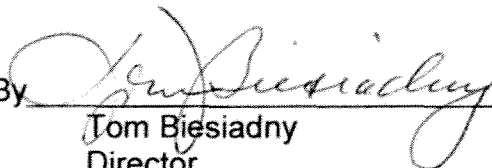
By  Date 9/11/18
Tom Biesiadny
Director
Fairfax County Department of Transportation

Exhibit A

The approved WMATA Metrobus Routes for the Fairfax County Free Student Bus Pass Program (FSBPP) as of August 28, 2018 are as follows:

1A, 1B, 1C

2A, 2B

3A, 3T

4A, 4B

7A, 7C, 7F, 7M, 7P, 7W

8S, 8W, 8Z

Metroway Alexandria-Arlington

10A, 10B, 10E, 10N

15K

16A, 16G, 16H, 16L

18J

21A, 21D

22A, 22C, 22F

23T

25B

26A

28A, 28F, 28G

29C, 29G, 29K, 29N

REX (Richmond Highway Express)

S80 (TAGS Springfield Circulator – Metro Park, Springfield Mall, Franconia-Springfield Metro)

S91 (TAGS Springfield Circulator – Metro Park, Springfield Mall, Franconia-Springfield Metro)



August 17, 2018

Mr. Tom Biesiadny
Director
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22035-2895

Dear Mr. Biesiadny:

Enclosed is the Fiscal Year 2019, Quarter 2 billing for WMATA's Operating budget subsidy, Operating reimbursable projects, Capital Improvement Program (CIP) contribution and Passenger Rail Investment and Improvement Act (PRIIA) matching funds. Also enclosed are Table 1 - Operating, Debt Service and Capital Contribution Budgets for your jurisdiction, Table 2 - Approved Fiscal Year 2019 Budget, Table 3 - Quarterly Billing Plan for WMATA's FY 2019, and Schedule A - Principal and Interest Account.

Operating Subsidy:

The Operating subsidy amount due for Quarter 2 is based on one-fourth of the FY2019 Operating requirement adopted by Board Resolution 2018-08 on March 22, 2018, which includes the Operating reimbursable amount. In addition, consistent with the Capital Funding Agreement, debt service for Metro Matters and the 2017B bonds are billed on a semi-annual basis (and due in WMATA's 2nd and 4th quarters) and included as part of the operating subsidy billing.

Capital Improvement Program & Passenger Rail Investment and Improvement Act (PRIIA):

The Capital Improvement Program contribution is governed by Section 4(b)(3)(C) of the Amended Capital Funding Agreement and is consistent with the Capital Budget adopted by Board Resolution 2018-08 on March 22, 2018. As directed by the jurisdictions, the capital contribution billing excludes amount that will be provided through debt issuance. Furthermore, as the region works through recent dedicated funding legislation, some jurisdictions may have a one-time opportunity to utilize this new revenue stream to pay-down their capital contributions in Fiscal Year 2019. Such adjustments, if any, will be applied proportionally to future quarterly capital contributions in Fiscal Year 2019.

The total billed amount of \$38,020,045 is due on Monday October 1, 2018. Payment should be made by electronic funds transfer to WMATA's account at Wells Fargo Bank; ABA Routing Number 121000248; Account Number 2000035167097; with a transmittal letter to Office of Accounting, Attention - Warren Woodward to insure proper crediting of your account.

**Washington
Metropolitan Area
Transit Authority**

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

*By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and
Yellow Lines*

*A District of Columbia
Maryland and Virginia
Transit Partnership*

Breakdown of amount due:

Regularly Scheduled Billing \$ 46,417,620

Credit for 2017B Bond Premium:

Calculated Total	\$ (11,087,902)
Amount used Q1	<u>2,690,327</u>
Available credit remaining	(8,397,575)

Total Payment Due October 1, 2018: \$ 38,020,045

If you have any questions or require further details, please call me at (202) 962-6283.

Sincerely,



Liza Fitzgerald
Assistant Comptroller

Enclosures

cc: Mr. Todd Wigglesworth
Mr. Scott Kalkwarf

TABLE 1

FAIRFAX COUNTY
FISCAL 2019 APPROVED OPERATING, REIMBURSABLE PROJECT AND CAPITAL BUDGETS

	WMATA'S APPROVED FY 2019 BUDGET	Q1	AMOUNT DUE 10/1/2018 Q2	Q3	Q4	UNBILLED AMOUNT
<u>OPERATING</u>						
<u>METROBUS OPERATING SUBSIDY</u>						
Regional	\$56,846,934	\$14,211,734	\$14,211,734	\$14,211,734	\$14,211,734	\$28,423,467
Non-Regional	\$5,836,133	\$1,459,033	\$1,459,033	\$1,459,033	\$1,459,033	\$2,918,067
TOTAL BUS OPERATING ASSISTANCE	\$62,683,068	\$15,670,767	\$15,670,767	\$15,670,767	\$15,670,767	\$31,341,534
<u>METRO RAIL OPERATING SUBSIDY</u>						
Base Allocation	\$60,249,929	\$15,062,482	\$15,062,482	\$15,062,482	\$15,062,482	\$30,124,965
Max Fare Subsidy	\$1,930,610	\$482,653	\$482,653	\$482,653	\$482,653	\$965,305
TOTAL RAIL OPERATING ASSISTANCE	\$62,180,540	\$15,545,135	\$15,545,135	\$15,545,135	\$15,545,135	\$31,090,270
METROACCESS SUBSIDY	\$14,883,801	\$3,720,950	\$3,720,950	\$3,720,950	\$3,720,950	\$7,441,901
SUBTOTAL OPERATING SUBSIDY	\$139,747,408	\$34,936,852	\$34,936,852	\$34,936,852	\$34,936,852	\$69,873,704
<u>DEBT SERVICE - 1/2 billed in Q2 and Q4</u>	\$5,608,396	\$0	\$2,804,198	\$0	\$2,804,198	\$2,804,198
TOTAL OPERATING FUNDS DUE	\$145,355,805	\$34,936,852	\$37,741,050	\$34,936,852	\$37,741,050	\$72,677,902
<u>CAPITAL</u>						
Federal Formula Match & System Performance	\$35,438,716	\$10,190,553	\$8,585,560	\$8,491,601	\$8,171,002	\$16,662,602
Interests Credits		(226)	(16,020)			
Net Due	\$35,438,716	\$10,190,327	\$8,569,540	\$8,491,601	\$8,171,002	\$16,662,602
Project Planning	\$513,739	\$107,029	\$107,029	\$128,435	\$171,246	\$299,681
TOTAL CAPITAL FUNDS DUE	\$35,952,455	\$10,297,356	\$8,676,569	\$8,620,036	\$8,342,248	\$16,962,284

Total 2nd Quarter Subsidy Payment Due:

\$46,417,620

\$89,640,186

Table 2

APPROVED FISCAL YEAR 2019 BUDGET
SUMMARY OF STATE/LOCAL OPERATING REQUIREMENTS

	Total	District of Columbia	Montgomery County	Prince George's County	City of Alexandria	Arlington County	City of Fairfax	Fairfax County	City of Falls Church
Metrobus Operating Subsidy									
Regional Bus Subsidy	\$427,246,773	\$178,347,247	\$63,545,593	\$72,921,501	\$20,469,316	\$32,690,746	\$757,922	\$56,846,934	\$1,667,514
Non-Regional Bus Subsidy	\$73,044,310	\$32,349,686	\$8,339,228	\$22,175,546	\$2,860,512	\$1,483,205	\$0	\$5,836,133	\$0
Subtotal	\$500,291,083	\$210,696,932	\$71,884,821	\$95,097,047	\$23,329,828	\$34,173,951	\$757,922	\$62,683,068	\$1,667,514
Percent of Total	100%	42.1%	14.4%	19.0%	4.7%	6.8%	0.2%	12.5%	0.3%
Metrorail Operating Subsidy									
Base Allocation	\$379,496,565	\$130,532,975	\$69,168,538	\$62,275,766	\$18,313,788	\$36,787,465	\$1,191,180	\$60,249,929	\$976,924
Max Fare Subsidy	\$7,976,432	\$852,701	\$3,114,556	\$1,435,083	\$325,160	\$223,441	\$64,435	\$1,930,610	\$30,445
Subtotal	\$387,472,997	\$131,385,676	\$72,283,094	\$63,710,850	\$18,638,948	\$37,010,906	\$1,255,615	\$62,180,540	\$1,007,370
Percent of Total	100%	33.9%	18.7%	16.4%	4.8%	9.6%	0.3%	16.0%	0.3%
MetroAccess Subsidy	\$121,167,265	\$27,304,607	\$24,979,079	\$51,806,156	\$982,841	\$794,373	\$299,883	\$14,883,801	\$116,525
Percent of Total	100%	22.5%	20.6%	42.8%	0.8%	0.7%	0.2%	12.3%	0.1%
Net Operating Subsidy	\$1,008,931,346	\$369,387,215	\$169,146,994	\$210,614,053	\$42,951,617	\$71,979,230	\$2,313,420	\$139,747,408	\$2,791,409
	100%	36.6%	16.8%	20.9%	4.3%	7.1%	0.2%	13.9%	0.3%
Debt Service *									
Metro Matters Debt Service	\$20,080,228	\$10,117,021	\$4,699,175	\$5,211,823	\$0	\$0	\$0	\$0	\$52,209
Series 2017B Debt Service	\$35,795,000	\$13,676,661	\$7,213,337	\$7,285,285	\$1,773,356	\$0	\$111,358	\$5,608,396	\$126,607
Subtotal	\$55,875,228	\$23,793,682	\$11,912,512	\$12,497,108	\$1,773,356	\$0	\$111,358	\$5,608,396	\$178,816
FY2019 Jurisdictional Operating Funding	\$1,064,806,574	\$393,180,897	\$181,059,506	\$223,111,161	\$44,724,973	\$71,979,230	\$2,424,778	\$145,355,805	\$2,970,224

Table 3

Quarterly Billing Plan for WMATA's FY 2019
REVISED 7/12/2018

(Dollars in Millions)	FY 2019 Plan				
	Q1	Q2	Q3	Q4	Total
Federal Formula Match & System Performance					
District of Columbia	19,188,428	19,041,826	18,842,356	18,161,742	75,234,353
Montgomery County	14,178,452	14,070,127	13,922,737	13,419,828	55,591,144
Prince George's County	13,578,497	13,474,756	13,333,603	12,851,974	53,238,830
Maryland Subtotal	27,756,950	27,544,884	27,256,340	26,271,801	108,829,974
City of Alexandria	1,113,011	3,350,870	3,321,685	3,222,103	11,007,669
Arlington County	6,005,530	5,174,538	5,118,265	4,926,255	21,224,587
City of Fairfax	84,262	196,272	194,513	188,510	663,557
Fairfax County	10,190,553	8,585,560	8,491,601	8,171,002	35,438,716
City of Falls Church	200,388	152,085	150,369	144,513	647,355
Virginia Subtotal	17,593,743	17,459,326	17,276,432	16,652,383	68,981,883
Subtotal Formula Match & System Performance	64,539,121	64,046,036	63,375,128	61,085,926	253,046,210
State and Local PRIIA					
District of Columbia	21,288,055	12,727,499	14,411,933	1,072,513	49,500,000
State of Maryland	21,288,055	12,727,499	14,411,933	1,072,513	49,500,000
Commonwealth of Virginia	21,288,055	12,727,499	14,411,933	1,072,513	49,500,000
Subtotal State and Local PRIIA	63,864,165	38,182,496	43,235,799	3,217,539	148,500,000
Subtotal Before Jurisdictional Reimbursable Projects	128,403,286	102,228,532	106,610,927	64,303,465	401,546,210
Project Planning					
District of Columbia	208,333	208,333	250,000	333,333	1,000,000
Montgomery County	106,418	106,418	127,702	170,269	510,807
Prince George's County	101,915	101,915	122,298	163,064	489,193
Maryland Subtotal	208,333	208,333	250,000	333,333	1,000,000
City of Alexandria	33,244	33,244	39,893	53,191	159,573
Arlington County	64,101	64,101	76,921	102,561	307,683
City of Fairfax	2,004	2,004	2,405	3,206	9,619
Fairfax County	107,029	107,029	128,435	171,246	513,739
City of Falls Church	1,955	1,955	2,346	3,128	9,384
Virginia Subtotal	208,333	208,333	250,000	333,333	1,000,000
Subtotal Project Planning	625,000	625,000	750,000	1,000,000	3,000,000
Total	\$129,028,286	\$102,853,532	\$107,360,927	\$65,303,465	\$404,546,210

Fairfax County
Statement of Accounts with WMATA

July, 2018

Schedule A: Principal & Interest

	Principal	Interest Bal	Interest Earned	Balance
Bus Operating	112,554.00	678.07	135.12	113,232.07
Debt Service	(1.00)	(0.01)	(0.00)	(1.01)
Rail Operating	-	(19.64)	(0.02)	(19.64)
NH2 Service (National Harbor)	87,224.00	750.17	104.97	87,974.17
Audit Adjustment, FY 10	-	(0.07)	-	(0.07)
Rail Credits, prior years	-	(449,691.97)	(536.56)	(449,691.97)
Operating Total	199,777.00	(448,283.45)	(296.49)	(248,506.45)
Capital Improvement. Average Daily Balance	2,977,403.00	3,896.12	3,896.12	2,981,299.12
Dedicated Funding	208,500.00	2,167.28	293.03	210,667.28
CIP Dedicated Funding. Average Daily Balance	-	(16,020.16)	(16,020.00)	(16,020.16)
CIP Metro 2025. Average Daily Balance	-	(754.00)	-	(754.00)
Rail Car Procurement	-	(1,269,371.38)	(1,765.62)	(1,269,371.38)
Dulles Corridor Rapid Transit Project	-	-	-	-
ICCA-V, available credits	286,947.00	(225,170.70)	85.93	61,776.30
Capital Total	3,472,850.00	(1,505,252.84)	(13,510.54)	1,967,597.16
Grand Total of All Accounts	3,672,627.00	(1,953,536.29)	(13,807.03)	1,719,090.71

Fairfax County Student Bus Pass Pilot Program

August 2018 - Ridership Report by Route (SAMPLE TEMPLATE)

Year Month 201808					Entry Count	Transfer Count	Total Ridership Count	Total Revenue
Jurisdiction	Fare Instr Id	Route Alpha	Line Id	Line Desc				
	16518							
DC or MD				DC or MD				
VA		10A	2	Alexandria-Pentagon				
		10B	156	Hunting Point-Ballston				
		10E	2	Alexandria-Pentagon				
		10N	2	Alexandria-Pentagon				
		11Y	157	Mount Vernon Express				
		15K	27	Chain Bridge Road				
		15L	27	Chain Bridge Road				
		16A	142	Columbia Pike				
		16C	142	Columbia Pike				
		16E	142	Columbia Pike				
		16G	143	Columbia Pike- Pentagon City				
		16H	143	Columbia Pike- Pentagon City				
		16L	521	Annandale-Skyline City-Pentagon				
		16Y	522	Columbia Pike-Farragut Square				
		17B	66	Kings Park-North Springfield Line				
		17G	61	Kings Park Express				
		17H	61	Kings Park Express				
		17K	61	Kings Park Express				
		17L	61	Kings Park Express				
		17M	66	Kings Park-North Springfield Line				
		18G	87	Orange Hunt				
		18H	87	Orange Hunt				
		18J	87	Orange Hunt				
		18P	541	Burke Centre				
		1A	137	Wilson Blvd. -Vienna				
		1B	137	Wilson Blvd. -Vienna				
		1C	139	Fair Oaks-Fairfax Blvd.				
		1E	137	Wilson Boulevard-Vienna				
		21A	68	Landmark-Bren Mar Park-Pentagon				
		21D	68	Landmark-Bren Mar Park-Pentagon				
		22A	512	Barcroft-South Fairlington				
		22C	512	Barcroft-South Fairlington				
		22F	512	Barcroft-South Fairlington				
		23A	54	McLean-Crystal City				
		23B	54	McLean-Crystal City				
		23T	54	McLean-Crystal City				
		25B	3	Landmark-Ballston				
		26A	692	Annandale-East Falls Church				
		28A	5	Leesburg Pike				
		28F	110	Skyline City				
		28G	110	Skyline City				
		28X	23	Leesburg Pike Limited				
		29C	8	Annandale				
		29G	8	Annandale				
		29K	4	Alexandria-Fairfax				
		29N	4	Alexandria-Fairfax				
		29W	58	Braeburn Drive - Pentagon Express				
		2A	126	Washington Blvd. -Dunn Loring				
		2B	128	Fair Oaks-Jermantown Road				
		38B	12	Ballston-Farragut Square				
		3A	69	Annandale Road				
		3T	121	Pimmit Hills				
		3Y	138	Lee Highway-Farragut Square				
		4A	94	Pershing Drive-Arlington Blvd				
		4B	94	Pershing Drive-Arlington Blvd				
		5A	129	DC-Dulles				
		7A	70	Lincolnia-North Fairlington				
		7C	176	Park Center-Pentagon				
		7F	70	Lincolnia-North Fairlington				
		7M	80	Mark Center-Pentagon				
		7P	176	Park Center-Pentagon				
		7W	76	Lincolnia-Pentagon				
		7Y	70	Lincolnia-North Fairlington				
		8S	106	Foxchase-Seminary Valley				
		8W	106	Foxchase-Seminary Valley				
		8Z	106	Foxchase-Seminary Valley				
		F99	803	Fmr Oper Shut				
		MW1	148	Metroway Potomac Yard				
		REX (R99)	131	Richmond Highway Express				
		S80	640	Springfield Circulator				
Sum								