



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**Thursday, October 9, 2014**

**7:00 pm**

**Fairfax City Hall  
10455 Armstrong St  
Fairfax, Virginia 22030**

**AGENDA**

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the September 11, 2014 Meeting**  
*Recommended action: Approval [with abstentions from those who were not present]*

**Presentation**

- IV. I-66 Corridor Improvements** Deputy District Administrator Rene'e Hamilton

**Consent Agenda**

- V. Project Agreement for Arlington County – Regional Funding Project 013-14-017-1-08 (Crystal City Multimodal Center)**  
*Recommended action: Approval of Project Agreement*
- VI. Project Agreement for Arlington County - Regional Funding Project 013-14-016-1-09 (Columbia Pike Multimodal Improvement)**  
*Recommended action: Approval of Project Agreement*
- VII. Project Agreement for Arlington County - Regional Funding Project 013-14-015-2-08 (Boundary Channel Drive Interchange)**  
*Recommended action: Approval of Project Agreement*
- VIII. Project Agreement for Arlington County - Regional Fund Project 013-14-014-1-08 (Blue/Silver Line Mitigation - Art Fleet Expansion - 4 Buses)**  
*Recommended action: Approval of Project Agreement*
- IX. Project Agreement for the City of Fairfax-Regional Fund Project 600-14-018-2-06 (Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place)**  
*Recommended action: Approval of Project Agreement*

- X. Project Agreement for the City of Falls Church - Regional Fund Project 610-14-013-1-01 (Bus Shelters)**

*Recommended action: Approval of Project Agreement*

### **Action Items**

- XI. Approval of Agreement Between the Northern Virginia Transportation Authority and the Arlington County Treasurer's Office**

Chairman York, Chair, Finance Committee

*Recommended action: Approval of Agreement*

- XII. Approval of Standard Project Agreement Between NVTa & VDOT**

Mayor Euille, Chair, FWG

*Recommended action: Approval of Standard Project Agreement Between NVTa & VDOT*

- XIII. Approval of Project Implementation Working Group FY15-16 Two Year Program Project Selection Criteria**

Chairman Nohe, Chair, PIWG

*Recommended action: Approval of FY15-16 Two Year Program Project Selection Criteria*

- XIV. Appointment of Planning Coordination Advisory Committee Chairman and Vice-Chairman**

Chairman Nohe

*Recommended action: Approval of Chairman and Vice-Chairman of the Planning Coordination Advisory Committee*

- XV. Approval of Northern Virginia Transportation Authority Testimony to the CTB on FY15-20 Six Year Improvement Program**

Ms. Dominguez, Chair, JACC

*Recommended action: Approval of NVTa Testimony on FY15-20 Six Year Improvement Program*

- XVI. Approval of NVTa FY15/16 Communication Plan**

Ms. Quintana, NVTa PIO

*Recommended action: Approval of the FY15/16 NVTa Communications Plan*

### **Discussion/Information**

- XVII. JACC Approval of CMAQ/RSTP Reallocation Request for Loudoun County**

Ms. Dominguez, Chair, JACC

- XVIII. FY14 Report to the Joint Commission on Transportation Accountability**

Ms. Backmon, Executive Director

- XIX. Report of the Planning Coordination Advisory Committee**

Chair Foreman

<b>XX.</b>	<b>Report of the Technical Advisory Committee</b>	Chair Mr. Boice
<b>XXI.</b>	<b>Finance Committee Report</b>	Chair York
<b>XXII.</b>	<b>NVTA Revenue Receipts Report</b>	Mr. Longhi, CFO
<b>XXIII.</b>	<b>NVTA Operating Budget Report</b>	Mr. Longhi, CFO
<b>XXIV.</b>	<b>Financial Working Group</b>	Chair Euille
<b>XXV.</b>	<b>Project Implementation Working Group</b>	Chair Nohe
<b>XXVI.</b>	<b>Executive Director's Report</b>	Ms. Backmon, Executive Director
<b>XXVII.</b>	<b>Chairman's Comments</b>	
<b>XXVIII.</b>	<b>Adjournment</b>	

**Next Meeting: November 13, 2014 – 7:00 pm**

**NEW ADDRESS**  
**Northern Virginia Transportation Authority**  
**3040 Williams Drive (Suite 200)**  
**Fairfax, VA 22031**  
[\*\*www.TheNovaAuthority.org\*\*](http://www.TheNovaAuthority.org)



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

**Thursday, September 11, 2014**

**7:00 pm**

**3060 Williams Drive (Ste 510), Fairfax, VA 22031**

**MEETING MINUTES**

**I. Call to Order**

Chairman Nohe

- Chairman Nohe called the meeting to order at 7:03pm.

**II. Roll Call**

Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Mayor Euille (arrived 7:15pm); Board Member Hynes; Chairman York; Chairman Bulova; Mayor Parrish; Mayor Silverthorne (arrive 7:05pm); Council Member Rishell; Council Member Snyder; Senator Ebbin; Delegate Rust; Delegate Minchew; Mr. Garczynski.
- Non-Voting Members: Ms. Cuervo; Ms. Mitchell.
- Staff: Monica Backmon (Executive Director); Michael Longhi (CFO); Denise Harris (Program Coordinator); Keith Jasper (Program Coordinator); Camela Speer (Clerk); Peggy Teal (Assistant Finance Officer); various jurisdictional staff.

**III. Minutes of the July 24, 2014 Meeting**

- Mayor Parrish moved approval of the July 24, 2014 minutes; seconded by Board Member Hynes. Motion passed with eight (8) yeas and three (3) abstentions [with Chairman York, Council Member Snyder and Mr. Garczynski abstaining as they were not at the July meeting].
- Delegate Minchew noted that Mayor Umstattd would have liked to have been in attendance this evening, but she was presiding over the 9/11 Memorial in Leesburg for the eleventh year.

*(Mayor Silverthorne arrived.)*

**Presentation**

**IV. House Bill 2 (2014) Implementation**

Deputy Secretary Donohue

- Deputy Secretary Donohue thanked the Authority for the opportunity to speak this evening. He spoke to the Authority about HB 2, stating that he wanted to manage the Authority's expectations at the beginning of this process. He presented information about how the State will be moving forward and what



the legislation does and does not do. He added that at this time he does not have all the answers. Deputy Secretary Donohue explained that he is traveling to all the different regions in the State to get input about how they think the HB 2 process should work and to hear their concerns or suggestions about the concept as it stands today. The State will then use those initial recommendations to report to the Commonwealth Transportation Board (CTB). Deputy Secretary Donohue stated that the Authority's input and insights are key to the State as it moves forward in developing this process. He went on to present information on HB 2.

*(Mayor Euille arrived.)*

- Chairman Bulova asked how projects that are funded through a multiple funding sources will be addressed and how this will effect prioritization and the selection system. Deputy Secretary Donohue responded that this issue has been raised both by this region and Hampton Roads. He stated that it is something the State will have to take a further look at, that he does not have an answer yet. Will talk to regional staff more about this in coming months and is open to suggestions or thoughts on how this should be developed.
- Chairman Bulova asked how the State anticipates engaging staff in this process. Deputy Secretary Donohue responded that he has already started meeting with staff and plans to interact on a regular basis. Anticipates meeting every month or so to talk through issues and get feedback. Will meet more often if necessary. The State is committed to making themselves more available to have discussions with staff across the state about these issues. He added that the State believes it is important to get this right and have something that can be in place, beyond this administration, that everyone understands how it was developed, and that there is consensus on how it works.
- Chairman Nohe commented that Deputy Secretary Donohue had stated previously that one of the topics the State wants to work with the Authority on is what the Authority considers to be its priorities in terms of the five criteria. Chairman Nohe added that the legislation already answers this to some degree, that congestion relief is the top priority and that the Authority agrees with that. He asked if there is a preconceived notion of how that piece of the law will tie into this conversation. Deputy Secretary Donohue responded that he does not have a preconceived notion other than that he believes we need to demonstrate to the legislature that congestion relief, out of all the factors, has been given priority in this region. He believes this will be a fluid discussion with the legislature, the NVTa and the CTB. Chairman Nohe added that the Authority would like to see a nexus between the HB 599 process and the HB 2 process so that the Authority is not dealing with two separate processes. He also stated that the collective vision is to have more projects funded through multiple sources. He noted that revenue sharing already works and if you can get multiple sources to agree that a project is a priority, projects move really fast.

- Chairman Nohe suggested that this region is unique in that the legislation pre-establishes a priority for this region. Deputy Secretary Donohue responded Northern Virginia is unique, along with Hampton Roads. Chairman Nohe asked if in theory Hampton Roads could have a slightly different rating system than Northern Virginia has, therefore will there be three different rating systems or fifteen systems. Deputy Secretary Donohue responded that he does not have the answer, but he hopes it will be closer to three than to fifteen for the sake of the staff running this and for the ability of the public and the legislature to understand. He added that one region has already asked if they could have one rating system for one part of one county and a different system for a different part of the county. He noted that his impression was that they were trying to influence the system so that they would have two projects that would score extremely high. He recommended strongly that the region not do that. Chairman Nohe added that he would like to see the system work in favor of Northern Virginia. If we can't have that, then he would like to be confident that the rest of the state isn't set up against Northern Virginia. Deputy Secretary Donohue noted that this is his fifteen stop in the last 6-8 weeks. Other areas are convinced that Northern Virginia or Hampton Roads will get their money, or when he talks to NVTAA and Hampton Roads staff, they are convinced the rest of the state will get their money. He added the good thing is that everyone is paying attention. At the end of the day, all parts of the Commonwealth have transportation needs and it is incumbent on the State, through the public input process, to come up with something that works for all parts of the Commonwealth. For a long time transportation has been a self-funding entity where we roll forward and build certain lines on a map and things of that nature. We are moving into a place where we have to start to tell more of a story about the projects we are funding, why we are funding them, what it is going to do for the taxpayers. Particularly with the passage of last year's revenue package, it is really important that we start to tell taxpayers what they are going to get for the projects we are funding with the additional revenues that we have. This process will allow us to do that in a way we have not been able to in the past.
- Delegate Rust asked if there were certain funds and priorities that would be exempt from the HB 2 process. He added that he is concerned that the Authority is now going through an elaborate evaluation of construction projects (HB 599), but we don't seem to have the same evaluation for maintenance projects and there is no rating system for maintenance. Delegate Rust stated that we know how much money is going to maintenance, but not necessary why and asked if the State has given any thought to this. Deputy Secretary Donohue responded that the State has been having these same conversations. He added that the State started to take steps toward that in the 2007 legislation that required VDOT to develop a bi-annual asset management plan which highlighted that Northern Virginia's roads were in significantly worse condition than many of the roads in other parts of the state. This looked at a whole host of assets. The department has started to use that to try to reduce the discrepancy in condition between different VDOT districts across

the state. Now the State is looking for the next step to start to really prioritize where to do preventative maintenance versus capital replacement to extend the life of the system. This would result in a lower costs by avoiding some of the more heavy types of capital replacements.

- Mr. Garczynski asked Deputy Secretary Donohue to comment on how this process affects transit projects. Deputy Secretary Donohue stated that the prioritization process is a multimodal prioritization process. It does not apply to the State mass-transit account and the rationale for that is that most of the funds in the mass-transit account at the state level go to rehab of existing facilities, rolling stock, or replacement of old rolling stock. Those funds are used akin to bridge replacement and pavement rehabilitation. However, there have been instances, mostly in this region, where flexible state and federal highway funds have been used for transit purposes. The largest example is the Dulles rail project, where \$200-400 million dollars of federal surface transportation funds were flexed over in 2009 to support that project. Under this new rubric, transit can compete for these funds as can commuter rail, passenger rail, things of that nature. However, it will compete on a level playing field with highway and operational improvements. All capacity enhancing projects, regardless of mode, will be scored using the rubric the same way for this region and other regions across the state.
- Chairman Nohe stated that as it stands HB 599 does not require that transit projects be rated. He acknowledged that the Authority has discussed the need to develop some methodology by which to rate transit projects. If the State's model is going to be a single rating process, then ideally the Authority would do the same. He noted that for this current round of funding decisions, the Authority chose not to include transit projects because we have never done this (HB 599 analysis) before. He added that he does not think anyone has run transit and highway through the same model. As the Authority tries to determine whether the HB 599 process is truly appropriate for both modes, he asked Deputy Secretary Donohue what his thoughts are about taking some of the transit projects currently being considered for funding, and running them through the HB 599 process as a pilot. If the scores come back and intuitively make sense relative to the highway scores, we know this is a good process. If the scores don't make intuitive sense, we will know that the process needs to be tweaked or reinvented. Chairman Nohe asked Deputy Secretary Donohue if, from his perspective, does this work as a regional way to figure this out, or has the State found a better way to make sure that transit and highway are getting compared fairly. Deputy Secretary Donohue responded that the types of projects put through the evaluation process depend on what you are trying to do at the beginning of the process. One of the really important things to do is to take a hard look at the types of measures already in place in any type of evaluation process and see what they actually measure. He cited an example of a travel time index measure that he saw while working on the Federal Transportation Bill for the last four years. He suggested that the Authority take a hard look at the measures to determine if they capture all the things that the Authority thinks are important and what really matters for this region to

determine the outcomes the Authority wants to achieve with its transportation investments. Once the process of picking projects with measures begins, what is being measured becomes a lot more important. To date these measures have been used to justify the need for additional money. Now we have the money so we need to make sure we have the right measures so that we start to pick the projects that are driving towards the outcomes that we want to achieve.

- Delegate Minchew noted that in HB 2, there is language that implies that prior to the prioritization process there is a pre-screen collaborative process with the CTB. He asked operationally how this work will. Deputy Secretary Donohue responded that the State is in the process of developing the next long range plan for Virginia, VTrans 2040. It is currently developing a trends analysis that will be presented to the CTB at their meeting in October. This analysis will determine how to read future trends that the State is seeing and that could relate to transportation. The next phase will be to use various regional models and those trends to examine corridors of statewide significance, regional networks and the various locally designated growth areas to understand the transportation needs based on the model and other factors. This will help identify needs in those various areas so that when a local government or regional entity submits a candidate project for consideration, they will indicate which need they meet. He added that the needs assessment will be published. The State will then cross check it with the needs assessment which will be done and considered by the CTB as part of the long range planning process. Provided the project aligns with that need, it will be moved forward to be scored.
- Council Member Rishell asked if there will be any geographic requirements for funding. Deputy Secretary Donohue responded that there are no geographic requirements in the legislation. Currently the transportation funds are being distributed through the CTB formula, which is on a statewide basis. He did note that the CTB is a body made up of individuals with geographic representation in districts so he expects that allocations will still need to be made by majority vote by that Board. He expects that geographic equity will be one of the non-quantitative factors, to a certain degree. Mr. Garczynski added that an advantage we have is that currently there are three individuals on the CTB from the Northern Virginia area. We also have a good working relationship with two other CTB members. There are five representatives who consider themselves in the Washington metro region.
- Council Member Snyder asked if Deputy Secretary Donohue could provide some recommendations as to what the Authority should look at in terms of its own work; examples from other states, countries or cities that the State might be looking at. He noted that this did not need to be provided this evening, but it would be helpful to know the kind of information that the Deputy Secretary thinks has credibility as the Authority studies things. He also asked, when we talk about congestion, are we talking about moving vehicles or people. Deputy Secretary Donohue responded that the answer to the congestion question is a determination that will need to be made by the CTB and that he will be working with staffs to determine this. Initial feedback is that it may need to be

a mix of those two things. Deputy Secretary Donohue stated he would be happy to follow up with Ms. Backmon with regards to some best practices. He mentioned that as the Authority is starting the process to update its TransAction plan, one of the best practices that the State has seen, with regard to regional planning, is the use of scenario planning by regional entities. This recognizes that the future has not happened and is not set in stone. Regions look at both transportation and land use scenarios for the future, establish different ones based on consensus. They then develop multiple scenarios, analyze them, run them through different types of models to see their outcomes and then move forward with a preferred scenario that serves as a basis for the long range transportation plan. Other regions that are this size or a little larger have done this and it has been successful in looking at a coordinated transportation/land use strategy. He added that the Office of Intermodal Planning and Investment, through the budget, does have funds available to assist regional entities with doing this. The assistance is monetary, the Office has no desire to engage in local land use decisions.

- Mayor Parrish thanked Deputy Secretary Donohue for speaking to the Authority. He stated that the Authority believes it will be significant in helping to reduce congestion in Northern Virginia and thanked Deputy Secretary Donohue for creating this friendship.
- Mayor Parrish shared his concern that since Northern Virginia has an additional tax that is not in other areas of the state, except for Hampton Roads, the thought process for some legislators and staff might be to suggest that Northern Virginia does not need as much money from the State. He added that he hopes and trusts this is not the case and asked that Deputy Secretary Donohue keep this in mind. Deputy Secretary Donohue responded that he will.
- Chairman Nohe thanked the Deputy Secretary for coming to speak with the Authority. Deputy Secretary thanked the Authority and stated that he looks forward to updating the Authority as this process develops.
- Chairman Nohe asked for consensus as to whether the Authority is comfortable with running some transit projects through HB 599 as a pilot program, understanding that we will not have results for some time.
- Mayor Euille suggested members need to discuss this with their staffs. Chairman Nohe asked that members get back to the Authority with feedback.
- Chairman Nohe asked Ms. Mitchell if there is funding for this. Ms. Mitchell responded there have been some conceptual discussions about this in terms of the Office of Intermodal Planning and Investment. She stated that the CTB would also like to see how the HB 599 model does in evaluating transit projects. She added that it recognizes that there are unique characteristics about the way transit projects are evaluated and that the outcomes are very different than highway projects. Also, there are lots of system-wide benefits of transit projects that may not be recognized when looking at a small incremental investment where you really need to look at what happens when the entire system is build out. The CTB is interested in working on these things with

VDOT and the consultant. She noted that the important priority now is getting the rating for the current projects in the study, as to not interrupt that process. Ms. Mitchell suggested that in the spring when the consultant has more time to work on this, there is interest from the CTB and VDOT to work on this on a pilot basis. She stated the goal would be to run some projects through the model to inform just this body whether or not the process, as it is established right now, has any negative bias, or whether everything is being evaluated on a level playing field. Also, to see if there is any need to define projects a little differently in order to be evaluated properly.

- Chairman Nohe requested that Ms. Dominguez and the JACC get word out to the jurisdictions to provide feedback. Ms. Dominguez responded affirmatively.
- Mayor Parrish suggested that in addition to the need for money to do a pilot model run for transit projects, there is also a question of whether staff time is available. Chairman Nohe agreed.
- Board Member Hynes asked for clarification that what is being suggested is not going to affect the projects that will be funded in the Authority's FY2015/16 program. Chairman Nohe responded that the Authority has already approved the schedule for FY2015/16, but when we start talking about FY2017-19 funding, the Authority is going to have to go the General Assembly and report what has been done to make this process more robust. He added the Authority will not change course on FY2015/16 Two Year Program. Board Member Hynes responded she was glad to hear that. She added that the Authority should be clear that it is making this decision to do a test run of transit projects in HB 599, and is not being told to do so. The Authority wants to explore this topic and see if there is a way forward. Delegate Minchew added that the concept of testing transit projects for congestion relief, efficiency and economic efficiency seems to be a good idea. Chairman Nohe added that we have to have a starting point for this process and we should determine if the tool we have (HB 599) works. Ms. Mitchell reiterated that this is about evaluating the tool to make sure it works correctly. She suggested that if transit projects are evaluated on an equal playing field, they will compete very well when it comes to congestion mitigation and benefits on a cost basis. Mr. Garczynski added that in the climate we are currently in and if the money is getting scarcer, then the cost benefit is going to be important to the CTB members.

### **Action Items**

#### **V. Project Agreement for Prince William County – Regional Funding Project 153-14-012-2-03 (Route 28 from Linton Hall Road to Fitzwater Drive)**

Ms. Backmon, Executive Director

- Ms. Backmon requested the Authority approve the Prince William County Standard Project Agreement.

- Chairman Nohe moved to approve the proposed Standard Project Agreement 153-14-012-2-03 (Route 28 from Linton Hall Road to Fitzwater Drive), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority; seconded by Chairman York. Motion carried unanimously.

**VI. Approval of Participation in the Virginia Retirement System and Group Life Insurance Program**  
Chairman York, Chair, Finance Committee

- Chairman York presented three action items recommended for approval from the Finance Committee.
  - ✓ Approval of Participation in the Virginia Retirement System and Group Life Insurance Program.
  - ✓ Approval of Participation for Social Security Administration Related to the NVTAs Joining the Virginia Retirement System.
  - ✓ Approval of Participation in the Virginia Retirement System Health Insurance Credit Program for Local Government Employees.
- Chairman York moved to approve participation in the Virginia Retirement System and Group Life Insurance Program through the adoption of resolution 15-01; he further moved to approve Resolution 15-02 for Obtaining Social Security Coverage for Employees of Political Subdivisions of The Commonwealth of Virginia; and he thirdly moved to approve Resolution 15-03 Health Insurance Credit Program for Local Government Employees; seconded by Chairman Bulova. Motion carried unanimously.

**VII. Approval of Participation for Social Security Administration Related to NVTAs Joining the Virginia Retirement System**  
Chairman York, Chair, Finance Committee

**VIII. Approval of Participation in the Virginia Retirement System Health Insurance Credit Program for Local Government Employees**  
Chairman York, Chair, Finance Committee

**IX. Approval of CMAQ Reallocation Requests for the City of Alexandria and Town of Vienna**  
Ms. Dominguez, Chair, JACC

- Ms. Dominguez reviewed the requested CMAQ reallocation requests for the City of Alexandria and the Town of Vienna.
- Mayor Euille moved to approve the reallocation of Congestion Mitigation and Air Quality funds for the City of Alexandria and Town of Vienna; seconded by Chairman York. Motion carried unanimously.

## **Information**

### **X. TransAction 2040 Update-Listening Session**

Chair Mr. Malouff, 2040 Update Subcommittee

- Ms. Backmon noted that it is time for the Authority to update its long range transportation plan. She introduced Mr. Malouff to present the TransAction 2040 Update listening session item.
- Mr. Malouff stated that the JACC, in coordination with the NVTa staff, has formed an NVTa TransAction 2040 Update subcommittee to work on updating the long range plan. He presented the TransAction 2040 Update-Listening Session report.
  - ✓ Listening session will be October 9 at 5pm, prior to the NVTa meeting.
  - ✓ Discussion will be on what worked and what didn't work during the development of the TransAction 2040 process. This is not a time to talk about projects, it is a process oriented discussion.
  - ✓ Subcommittee will provide a brief presentation on the TransAction's history and purpose.
  - ✓ Will then ask stakeholders series of questions.
  - ✓ Will ask for feedback in-person at the meeting and will provide an opportunity to provide written comments after the meeting.
  - ✓ Following the meeting staff will process the feedback and report back to the NVTa later in the fall.
  - ✓ Will incorporate suggestions, as appropriate, into the RFP which will be developed this fall and into early 2015.
  - ✓ Invited all NVTa members to attend.
- Mr. Garczynski asked for the definition of stakeholders. Mr. Malouff responded that the stakeholders are anyone who is interested, including the general public. Mr. Garczynski asked if the listening session would be amply advertised for the general public. Mr. Malouff responded that the subcommittee and the jurisdictions will be working with their PIOs to send the invitations to their own special interest groups. Mr. Garczynski asked for confirmation that the General Assembly members will also receive the invitation to send to their constituents. Mr. Malouff responded absolutely.
- Chairman Bulova asked if the subcommittee is looking for information from residents and citizens or elected officials. Mr. Malouff responded that it is fine if the elected officials attend, but that the listening session is more to hear what the citizens have to say so that the elected officials know what is important.
- Board Member Hynes asked for clarification that this is the process to define the process. Mr. Malouff responded affirmatively. Board Member Hynes suggested that sometimes it is less individuals that care about the process, but sometimes more organizations. She suggested that if the online feedback tool is only open for two weeks, most organizations only meet monthly so it will be harder for organizations to comment with a coordinated position. She suggested a 30 day comment period. She also encouraged the subcommittee to reconsider this and to use the invitation to encourage any group that is



interested to send a coordinated opinion because then we get the advantage of what their discussion and consensus was.

- Board Member Hynes added that the Washington Metropolitan Area Transit Authority (WMATA) reported today on their Public Participation Plan that has been developed over the last 18 months. The plan looks at many ways to interact with the public in the region and WMATA worked with jurisdictional staff to identify community based organizations who have networks that reach into hard to reach communities. She recommended this plan to the subcommittee as a potential resource. Ms. Backmon added that she has been coordinating with Ms. Sequeira at WMATA about this. She noted that the federal process requires certain things from a public participation plan and that she is currently working with Ms. Quintana to develop the Authority's Communication Plan. She also noted that we are working to incorporate some of the elements from the WMATA plan that fit for the Authority's needs from the federal public participation plan.
- Chairman York stated that while Loudoun County is supportive of the TransAction 2040 Update process. Loudoun, and he believes two other jurisdictions, currently have a challenge in that they have no construction projects in TransAction 2040 that are not already funded, under construction, or previously submitted to the NVT. Therefore, they will not have any projects to submit for the next request for projects (FY2017-19) for 70% funding. Chairman York noted that since the TransAction Update will take two years, Loudoun will not have any projects other than transit and trails to submit for 70% funding consideration. He added that in Loudoun the highway projects are very important. He proposed that the Authority consider a process similar to what the TPB is using to amend the Constrained Long Range Plan, noting that perhaps this proposal should go to the Finance Committee to work on with staff. Chairman York suggested that this process, running simultaneous to the TransAction Update, would allow jurisdictions to have the opportunity to get some of their projects into the process without having to wait potentially over two years. Ms. Backmon responded that the TransAction 2040 Update subcommittee has met and discussed this possibility. The subcommittee's concerns were that we are not sure of the time savings that would be afforded under amending the plan compared to updating the plan. Ms. Backmon highlighted the concerns/challenges of amending the plan versus updating the plan.
  - ✓ Still needs to be a robust public involvement process whether you amend or update the plan.
  - ✓ Review process will still need to involve the TAC, PCAC and JACC.
  - ✓ Undetermined who would pay for an amendment to the plan. As it stands, the approved Authority budget does not have the required funds for an amendment.
  - ✓ Data needs to be available for an amendment. The TPB does the CLRP on an annual basis. Some years the changes are more significant than others.

Would need to confirm that base line assessment is consistent with the best data available.

- Ms. Backmon noted that she is meeting with Cambridge Systematics, the firm that developed TransAction 2040 plan. If this is something that the Authority would like to explore, she could get a cost estimate. Ms. Backmon added that she does not know the process and the schedule. She also noted she was unsure how it would impact the scheduled update of the plan.
- Chairman Bulova asked if a plan amendment would require modeling. Ms. Backmon stated yes. She added that she is unsure of the cost to amend as there are externalities that would need to be considered. The modeling is significant because additional projects have to be added to the current network of projects that are identified in the TransAction 2040 plan. The model shows how the addition of each project affects the transportation network as a whole. The modeling effort is by corridor and individually by mode.
- Chairman Bulova stated that she would be supportive of exploring the feasibility of an amendment. She added that it would be unfortunate to freeze out the possibility of adding a project that might make everything go green.
- Chairman York asked that Loudoun staff be permitted to add additional information.
- Mr. Brown explained the TPB's CLRP amendment process. Every year projects are submitted and reviewed by the COG and many of the concerns expressed by Ms. Backmon are incorporated into the CLRP process. He noted the CLRP process includes public involvement, modeling and air quality considerations. He added that when TransAction 2040 was approved, the 2010 CLRP was the base. He stated that an amendment to TransAction 2040 would actually be looking at the CLRP process.
- Chairman York asked that the Authority explore the possibilities and options.
- Ms. Backmon thanked Mr. Brown for sharing this information. She added that the TPB has the resources in house to do an amendment to the CLRP. She reiterated that the Authority would have to decide how the funding of an amendment would happen. Chairman Nohe suggested that the TPB model is for the requesting jurisdiction to pay for the amendment. Ms. Backmon responded that usually the DOTs request that the TPB do an "off-cycle" amendment to the CLRP. The DOTs usually pay for the amendment.
- Board Member Hynes asked what the practical difference is if the two year update is going to happen in 2017 and the next cycle of projects gets decided in 2017. Chairman York responded that we will have the ability to submit projects in the next call for projects for the Authority's Six Year Program.
- Mayor Parrish suggested that it is important to be able to consider additional projects. He added that in addition to cost and other considerations, we need to know what the potential is to get an amendment done sooner rather than during the regular process.
- Delegate Rust asked if Loudoun had any projects that were previously submitted to the Authority, but were not funded, that could remain under consideration. Chairman York responded that those projects are in the current request for FY2015/16 Program and may or may not be funded. If the projects

are not funded, could be resubmitted in 2017. Mr. Brown stated that the next call for projects would be in December. This would put Loudoun in position where it would be another year or two before it could submit more projects. Mr. Brown noted that the Two Year Program is scheduled to be approved for funding in March. The new process will start in December of this year and will not end until the end of next year. He added that even transit projects have to be in TransAction 2040. Ms. Backmon responded that the Authority is scheduled to adopt the project selection criteria at the October meeting and if a project is in TransAction 2040 is one of the draft project selection criteria.

- Chairman Nohe stated that Chairman York is making an official request and that other jurisdictions have raised this question, as has Virginia Railway Express (VRE). It is relevant and anything can be done with enough time and enough money. He added that our legal defense in our bond validation suit was heavily based on the fact that TransAction 2040 was a robust process. It seems that whatever amendments we make to it would have to be similar to that process. The process would have to follow all the same steps so that those projects would be equally defensible. Chairman Nohe directed staff to meet with Cambridge, let them know what we are looking for, get a cost and bring data back to the Authority. Ms. Backmon responded affirmatively and suggested she could report back at the October meeting. She clarified that there is not a call for projects in December. She added that we need the opportunity to evaluate HB 599.

- |              |   |   |
|--------------|---|---|
| <b>XI.</b>   | <b>Finance Committee Report</b>                                       | Chairman York, Chair, Finance Committee |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |
| <b>XII.</b>  | <b>Update on Financing of Activities and Schedule</b>                 | Mr. Longhi, CFO                         |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |
| <b>XIII.</b> | <b>FY2015/16 Regional Revenue Report</b>                              | Mr. Longhi, CFO                         |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |
| <b>XIV.</b>  | <b>Purchase of General Ledger System</b>                              | Mr. Longhi, CFO                         |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |
| <b>XV.</b>   | <b>NVTA Revenue Receipts Report</b>                                   | Mr. Longhi, CFO                         |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |
| <b>XVI.</b>  | <b>NVTA Operating Budget Report</b>                                   | Mr. Longhi, CFO                         |
|              | <ul style="list-style-type: none"> <li>• No verbal report.</li> </ul> |   |

**XVII. Financial Working Group** Chair Euille

- Mayor Euille reported that the FWG has been meeting regularly.

**XVIII. Project Implementation Working Group** Chair Nohe

- Chairman Nohe reported that the PIWG has developed a draft of the evaluation project selection criteria to be sent to the JACC, TAC, PCAC for review and comment. It will come to the Authority for approval in October.

**XIX. Executive Director's Report** Ms. Backmon, Executive Director

- Ms. Backmon presented the Executive Director's report. She highlighted:
  - ✓ The handout in the report shows the status of the twelve (12) FY2014 projects that are advancing. The PRTC bus purchase project is officially closed and completed. It came in \$20,000 under budget and that money is back in the 70% fund.
  - ✓ PCAC now has appointees from all jurisdictions and will meet on Monday, September 22 at 9:30am in the NVTa conference room.
  - ✓ State budget requires the Authority provide the JCTA an overview of how it spent the NVTa Fund, based on provisions in HB 2313. There will be a draft for the Authority in the October meeting packet.
  - ✓ NVTa is moving to the new offices on October 6. The October 9 Authority meeting will be held at the City of Fairfax City Hall to allow ample time for the AV component to be installed.
  - ✓ Fall CTB hearing on the FY2015-20 Six Year Improvement Program will be on Thursday, October 16 at the VDOT Northern Virginia District office. The Authority will have a display booth there highlighting its work. NVTa staff is working with the JACC and will have draft testimony for Authority review and approval at the October meeting.
- Chairman York asked for clarification as to whether the October Finance Committee meeting will be at NVTa or an alternate location. Ms. Backmon confirmed that the meeting would be at NVTa.

**XX. Chairman's Comments**

- Chairman Nohe noted that the Authority has completed its first project. He requested Ms. Quintana coordinate a ribbon cutting ceremony for the PRTC bus.
- Mayor Parrish moved that the Northern Virginia Transportation Authority convene a closed meeting, as authorized by Virginia Code section 2.2-

3711.A.1, for the purpose of discussing a personnel matter; seconded by Chairman Bulova. Motion carried unanimously.

- The Authority entered into closed session at 8:29pm.

### **Closed Session**

- The Authority returned to open session at 8:37 pm.
- Chairman Bulova moved that the members of the Northern Virginia Transportation Authority certify: (1) that only public business matters lawfully exempted from open meeting requirements under Chapter 37, Title 2.2 of the Code of Virginia; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Authority; seconded by Senator Ebbin. Motion carried unanimously.

### **XXI. Adjournment**

- The meeting adjourned at 8:37pm.



IV

# I-66 Corridor Improvements Route 15 to I-495

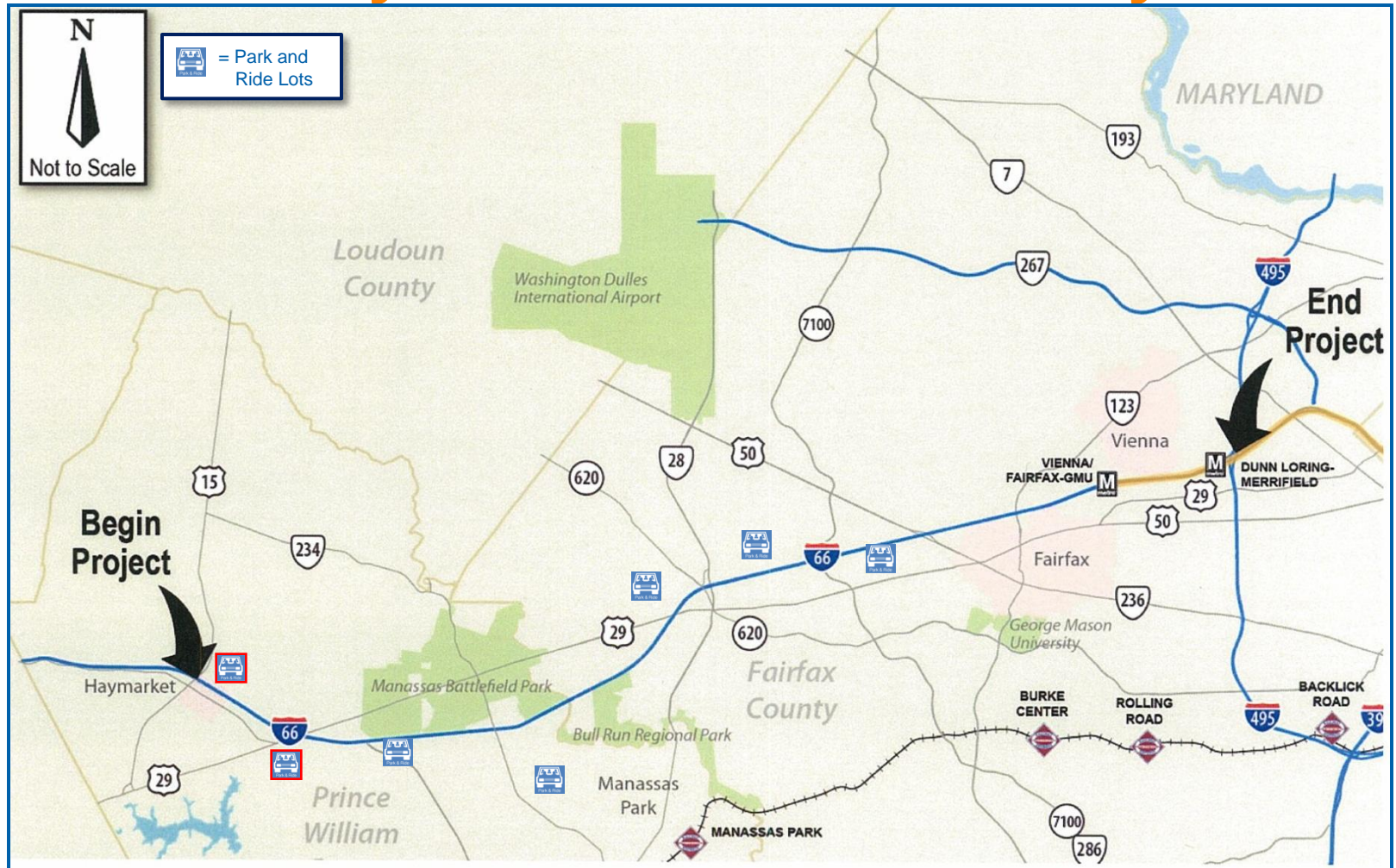
Northern Virginia Transportation Authority

October 9, 2014





# I-66 Corridor: Haymarket to the Beltway



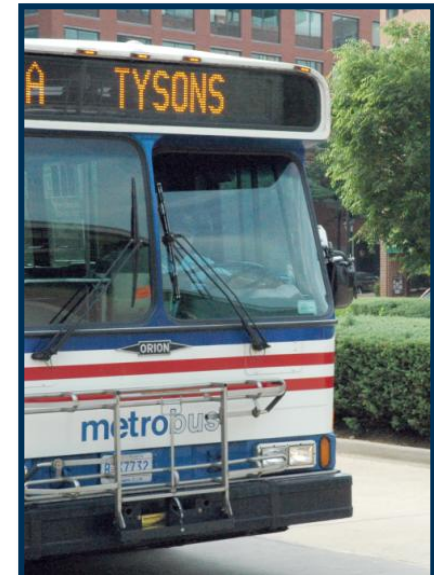




# Purpose and Need

*Improve multimodal mobility along the I-66 corridor by providing diverse travel choices in a cost-effective manner*

*Enhance transportation safety and travel reliability*







## Tier 2 NEPA Assumptions

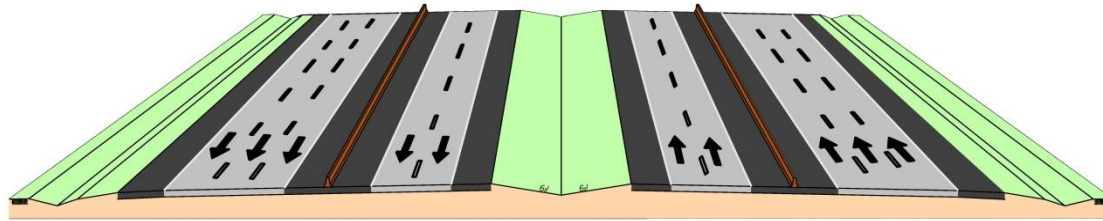
- **Maintain current number of regular lanes during rush hours**
- **Rapid bus service will be advanced along with other bus service recommendations from the I-66 Transit and Transportation Demand Management (TDM) Study**
- **Safety and operational improvements can move forward independently or in conjunction with capacity improvements**
- **Will not preclude other concepts, including the consideration of Metrorail extension in the right of way**
- **Feasible to implement in a reasonable timeframe**



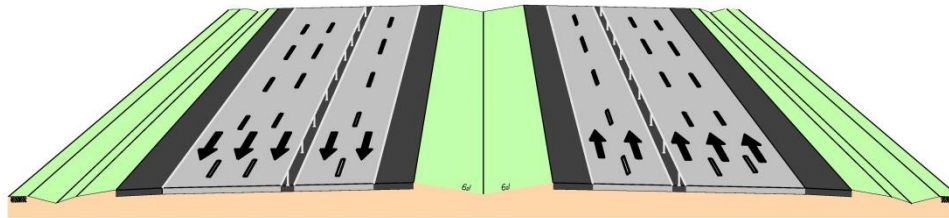
# Project Scope

- **Two express lanes (convert existing HOV lane and add one lane)**
  - HOV-3 and buses travel free
  - Non-HOV tolled
  - Congestion-based tolls
  - Convert HOV-2 to HOV-3 by 2020, consistent with the region's Constrained Long Range Plan
- **Three general lanes**
  - Open to all traffic
  - No tolls
  - Ramp-to-ramp connection (auxiliary lane)
- **Rapid bus service**
  - High frequency of service beyond peak hours
  - Travel in express lanes for predictable travel times

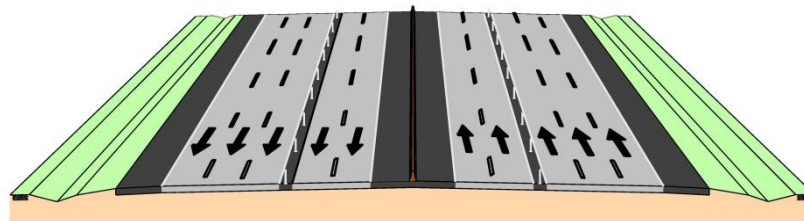
# Typical Sections



Alt. 1 – Concrete Barrier with Full Shoulders and Median for Future Center Transit

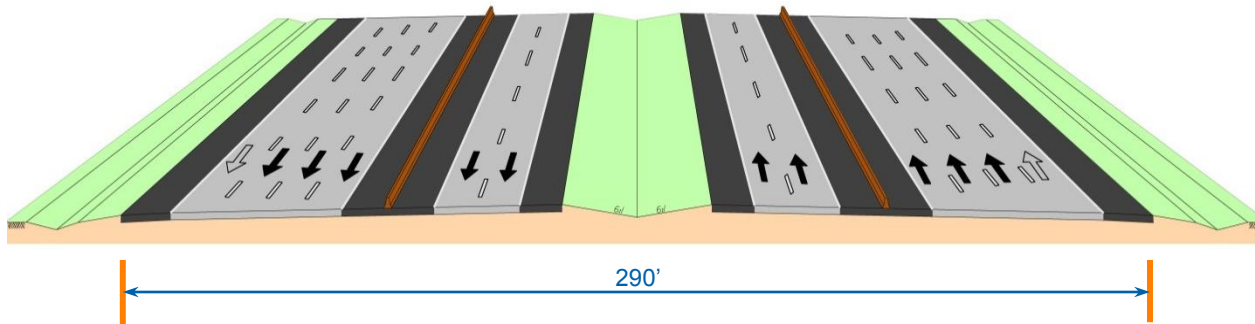


Alt. 2A –Flexible Barrier with Buffer and Median for Future Center Transit

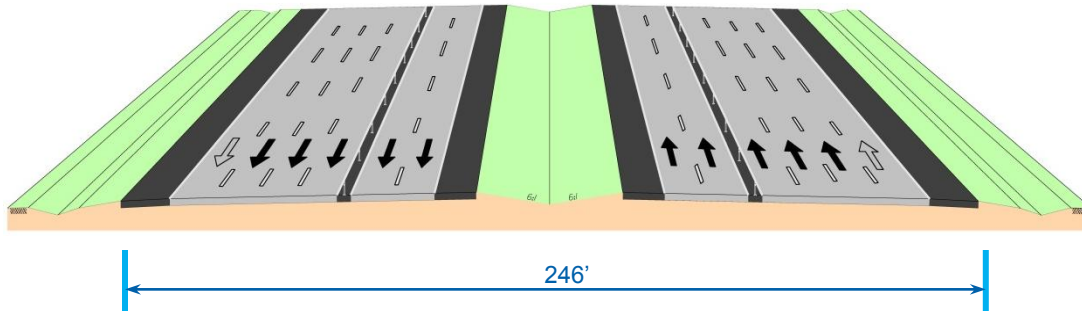


Alt. 2B –Flexible Barrier with Buffer and No Median

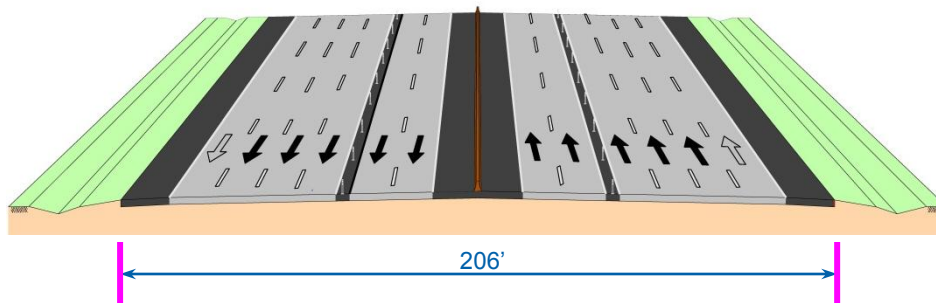
# Typical Sections



Alt. 1 – Concrete Barrier with Full Shoulders and Median for Future Center Transit  
(with auxiliary lanes, if needed)



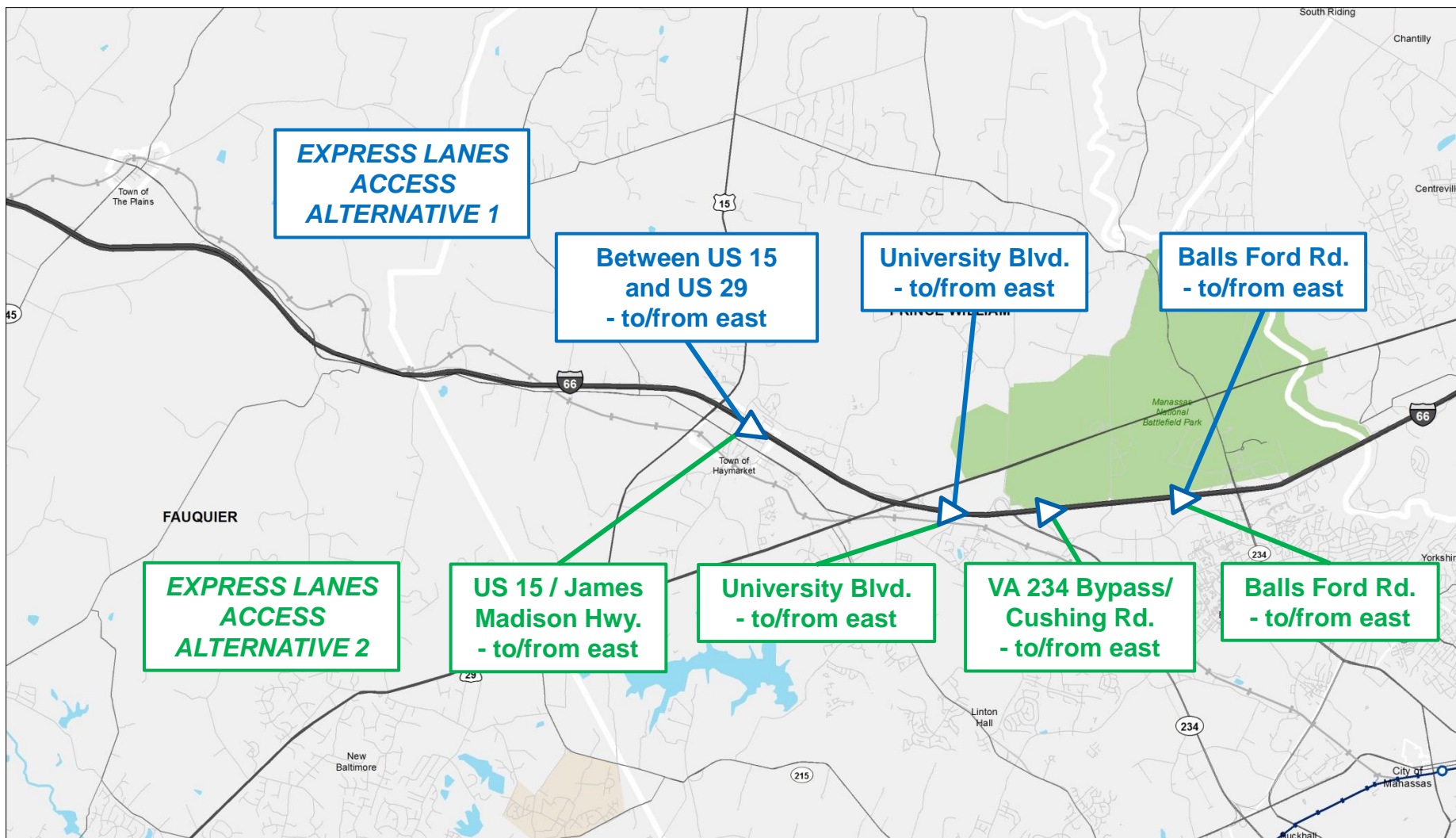
Alt. 2A –Flexible Barrier with Buffer and Median for Future Center Transit  
(with auxiliary lanes, if needed)



Alt. 2B –Flexible Barrier with Buffer and No Median  
(with auxiliary lanes, if needed)



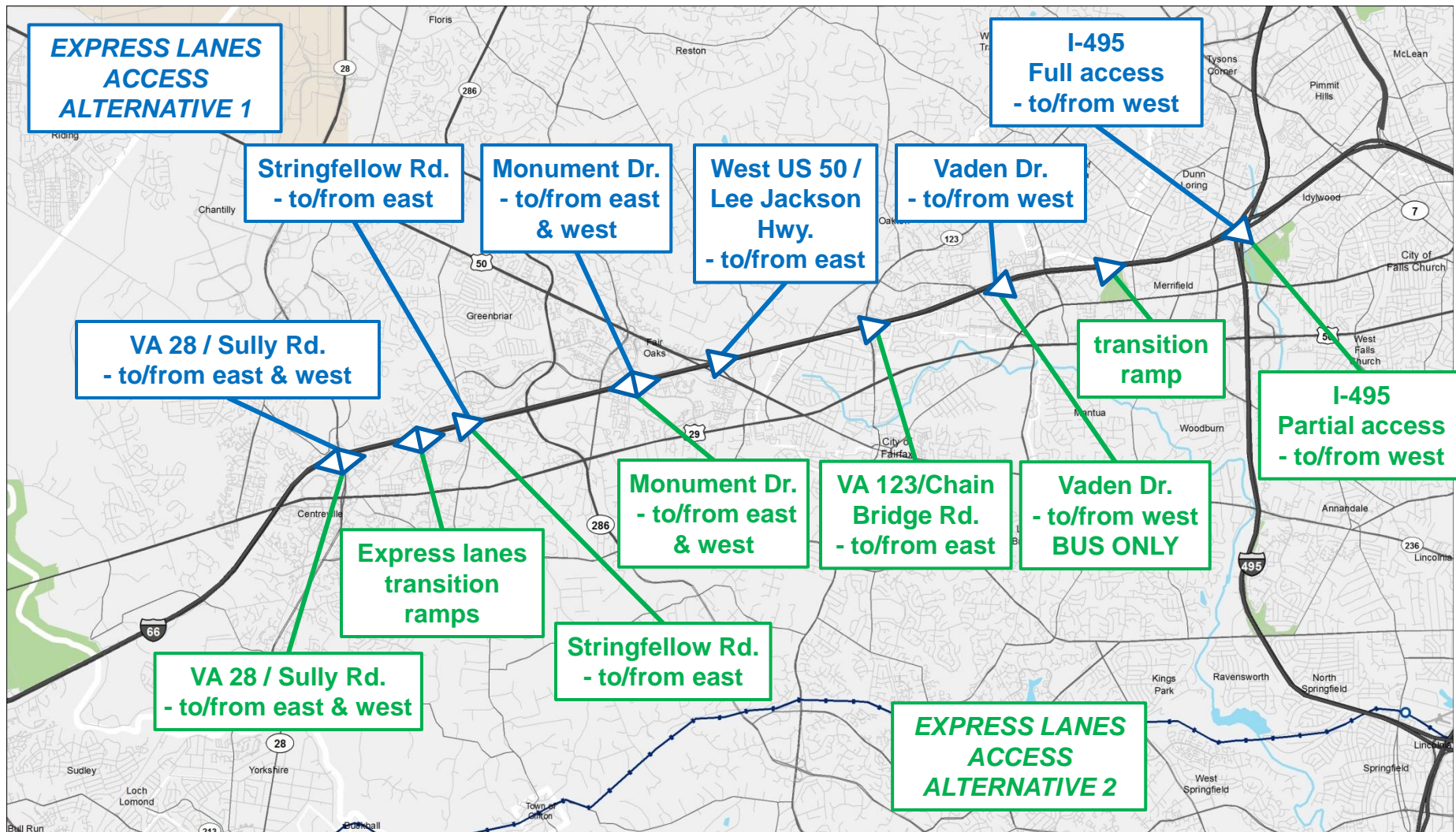
# Preliminary Access Alternatives (Prince William County)







# Preliminary Access Alternatives (Fairfax County)





# Rapid Bus Service

- **Based on 2009 I-66 Transit/ Transportation Demand Management (TDM) Study**
  - **Led by DRPT**
  - **Developed in close coordination with the localities and transit providers**
- **Advance recommendations from the DRPT I-66 Transit/TDM Study to maximize corridor capacity by increasing person throughput**
- **Additional park-and-ride lots will be served by Rapid Bus Service**
- **Direct access opportunities from park-and-ride lots to Express Lanes**
- **Possibly provide parallel service to Metrorail which is near capacity**





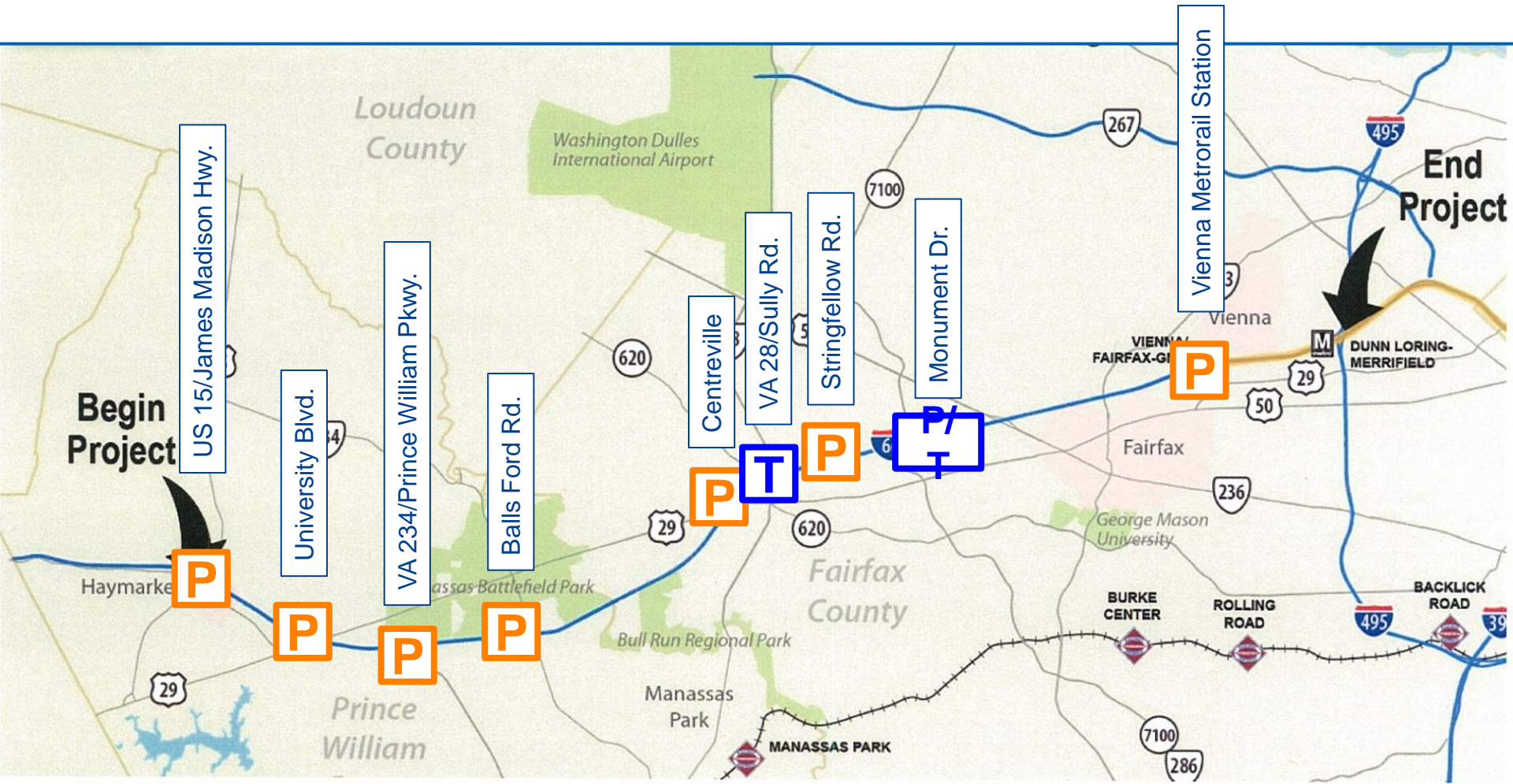
# Transit/TDM Study Scope

- **Data Collection**
- **Market Research and Ridership Survey Summary**
- **Existing Conditions**
- **Future Conditions and Travel Demand Forecast Development**
- **Development of Transit Service Scenarios**
- **Service Scenario Evaluation and Preferred Service Scenarios**
- **Preferred Scenario Service Plan and Facility Recommendations**
- **TDM Strategies**
- **Cost Estimates**
- **Revenue Forecasts/Funding/Financing**





# Study Park & Ride Facilities



**P** I-66 park-and-ride focus location

**T** I-66 transit transfer focus location



## P3 Process Status

- Private sector interest in a design, build, finance, operate and maintain project delivery model
- Private sector wants a well-defined project scope
- Likely to attract private investment
- Preliminary estimate for full project scope ranges from \$2 to \$3 billion
- The public fund contribution will be based upon the project scope that provides the best benefit to the public
- Preliminary analyses show the project is a good candidate for a TIFIA loan



# Public Attitudes and Perceptions: I-66 Improvements 2014 Benchmark Study

- 84% rate traffic congestion along I-66 as a very big problem that is getting worse
- 86% agree that current traffic congestion makes it difficult to predict trip length
- 81% strongly believe changes should be made to I-66 Corridor
- Only 1/3 of I-66 users have heard of plans to improve I-66
- When told about the proposed I-66 scope of improvements, half of I-66 users support the plans
- 1 in 4 say they will change their travel behaviors based on proposed changes to I-66
- 72% support an Express Bus Service to major employment centers
- 59% want to be kept informed about I-66 plans



# **Project Outreach and Agency Coordination**

- **Perception and benchmark survey – September 2014**
- **Stakeholders Technical Advisory Group (STAG)**
- **Transit/TDM Advisory Technical Group (TTAG)**
- **Continued briefings to key stakeholder groups**
- **Meetings with HOAs and community groups**
- **Speakers' bureau and special events**
- **New project website launch – November 2014**
- **Electronic communications / social media**
- **Public Information Meetings**



## Next Steps

- **Tier 2 Environmental Assessment and associated preliminary engineering design and data collection underway**
  - Refine mainline design and alternatives
  - Develop and refine access point and interchange alternatives
  - Determine preliminary cost and impact assessment
- **Update 2009 Transit/TDM Study**
  - Identify and evaluate park and ride lot locations
  - Develop transit service scenarios
- **Continue P3 Process**
  - Affordability analysis
  - Value for money analysis
  - Benefit/Cost analysis
- **Coordinate with other VDOT projects along the I-66 Corridor**
- **Identify funding and public fund contribution amount**



# Major Project Milestones

Key Milestones	Dates
Refine Project Scope	Oct 2014 – Jan 2015
CTB Project Briefing	January 2015
Public Information Meetings	January 2015
RFQ	February 2015
NEPA Public Hearing	May 2015
NEPA / FHWA Decision	End of 2015
RFP	End of 2015
Financial Close	December 2016
Construction Start	2017



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 013-14-017-1-08 (Crystal City Multimodal Center)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-14-017-1-08.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-14-017-1-08 (Crystal City Multimodal Center), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Arlington County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTa Project Number 013-14-017-1-08

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Arlington County, Virginia  
(Recipient Entity)**

NVTA Project Number: 013-14-017-1-08

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and  
Arlington County, Virginia ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2- 4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;



WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTAFund and/or from NVTABond Proceeds, is located within a locality embraced by NVTAs geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTAFund;

WHEREAS, Arlington County, Virginia formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

WHEREAS, NVTAFund has reviewed Arlington County, Virginia s application for funding and has approved Arlington County, Virginia s administration and performance of the Projects described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, NVTAFund has determined that the Project complies with all requirements of the NVTAFund Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTAFund described in Appendix B have been duly authorized and directed by Arlington County, Virginia to finance the Project;

WHEREAS, NVTAFund agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Arlington County, Virginia s administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTAs governing body and Arlington County, Virginia s governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity s clerk s minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Arlington County, Virginia shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVT A will provide funding for such multiple phases (as set forth on Appendix B), NVT A may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVT A funds, Arlington County, Virginia shall submit a written request to NVT A's Executive Director explaining the need for NVT A's funding of an advanced phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Arlington County, Virginia further recognizes that NVTA's reimbursement to Arlington County, Virginia for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Arlington County, Virginia shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, Arlington County, Virginia can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of Arlington County, Virginia.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Arlington County, Virginia understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. Arlington County, Virginia shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Arlington County, Virginia 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Arlington County, Virginia misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Arlington County, Virginia's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Arlington County, Virginia for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Arlington County, Virginia may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Arlington County, Virginia so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Arlington County, Virginia will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Arlington County, Virginia.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Arlington County, Virginia is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Arlington County, Virginia will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Arlington County, Virginia the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Arlington County, Virginia for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Arlington County, Virginia's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Arlington County, Virginia. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Arlington County, Virginia in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Arlington County, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.



4. Route all Arlington County, Virginia 's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Arlington County, Virginia 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that Arlington County, Virginia has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Arlington County, Virginia 's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that Arlington County, Virginia has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from Arlington County, Virginia of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Arlington County, Virginia. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Arlington County, Virginia to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Arlington County, Virginia may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Arlington County, Virginia to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Arlington County, Virginia shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Arlington County, Virginia will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and Arlington County, Virginia's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to Arlington County, Virginia's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

Arlington County, Virginia agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that Arlington County, Virginia fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Arlington County, Virginia shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Arlington County, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Arlington County, Virginia by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Arlington County, Virginia.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to Arlington County, Virginia, to the attention of County Manager  
2100 Clarendon Blvd, Suite 302  
Arlington, Virginia 22201 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Arlington County, Virginia represents that it is not acting as a partner or agent of NVTB; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Arlington County, Virginia \_\_\_\_\_ (Name of Recipient Entity)

By: Barbara M. Donnell

Date: 10/21/14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVTA Project Title: Crystal City Multimodal Center

Recipient Entity: Arlington County

Recipient Entity/Project Manager Contact Information:

Mark Schnauffer, [mschnauffer@arlingtonva.us](mailto:mschnauffer@arlingtonva.us), 703-228-3935

NVTA Program Coordinator Contact information:

Keith Jasper, [Keith.Jasper@thenovaauthority.org](mailto:Keith.Jasper@thenovaauthority.org), 703-642-4652

<b>Project Scope</b>
Project now scheduled to start construction in late October. Project will be complete with opening of Arlington's portion of the Metroway dedicated facilities, scheduled for March 2015.

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>
<b>No Changes</b>





# Project Description Form — 8E

## Basic Project Information

**1. Submitting Agency:**

Arlington County

**2. Project Title:** Crystal City Multimodal Center

**3. Project Type:**

☐ Roadway ☒ Multimodal ☒ Transit

**4. Project Description/Scope:**

This project will provide four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18<sup>th</sup> Street South between South Bell Street and South Eads Streets. The contemplated improvements constitute an interim condition until a full intermodal center is constructed as part of redevelopment under the Crystal City Sector Plan, which may be a decade into the future.

**5. Route (if applicable)/Corridor:**

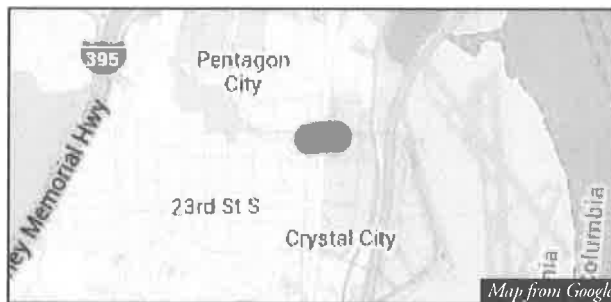
Adjacent to Route 1 / Corridor 8

**6. Total Project Cost:** \$1,500,000

**7. Total Funds Required:** \$1,500,000

**8. Phase/s of Project Covered by**

**Funding:** Final Design, Construction.



**9. Project Milestones (by phase, include all phases):**

- Design: Underway
- Construction Start: FY 2014
- Construction Complete: FY 2014

**10. In TransAction 2040 plan?**

☒ Yes ☐ No

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**11. In CLRP, TIP or Air Quality Neutral?**

No.

**12. Leverages Sources:**

☒ Local ☒ State ☐ Federal

☒ Other (please explain)

Private developer is making in-kind contributions for adjacent curb and streetscape improvements.

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☐ CLRP ☒ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

## Stated Benefits

---

- 1. What regional benefit/s does this project offer?** This facility will improve multi-modal and transit access to the Crystal City Metrorail station which sees 13,837 weekday boardings, as well as Metrobus (cumulative) ridership of 12,294 on lines stopping in the vicinity (9AE, 9S, 10AE, 16GHK, 23AC) and connection to VRE. The four new bus bays will be utilized by local and regional commuter bus providers. Currently, three regional commuter bus companies operate in the area in addition to WMATA: Fairfax Connector, Loudoun County, and PRTC/Omniride. During AM Peak (6:00 AM to 9:00 AM) there are 26 scheduled trips, while in the PM Peak (3:00 PM to 6:00 PM) there are 23 scheduled trips. Planned implementation of the Crystal City Potomac Yard Transitway may require relocation of co-located commuter stops due to longer dwell times. Access to these bus routes may become increasingly important with reduced Blue Line service expected with the opening of the Silver Line by 2014.

Additional curb space will be provided for kiss and ride and shuttle buses. Shuttles buses are operated by a number of different organizations including Department of Defense, local hotels, car dealerships, and other private providers. During a recent (April 2013) observation, 40 shuttle trips were counted during a 1.5 hour peak period, with up to six different shuttles stopping concurrently by the Metro entrance on 18<sup>th</sup> Street South and South Bell Street. There is currently no designated space for their use and stopping patterns are informal and often interfere with traffic and Metrobus operations on South Bell Street.

- 2. How does the project reduce congestion?** Improved access to the Crystal City Metrorail station will reduce automobile trips, by facilitating improved commuter bus coverage and implementation of the Crystal City Potomac Yard Transitway. Additionally, better coordination would move shuttle activity out of travel lanes, helping to reduce congestion and improve through traffic flow in the vicinity.
- 3. How does the project increase capacity?** (*Mass transit projects only*) This project expands bus capacity at the Crystal City Metrorail station. Interim improvements are needed to support the operations of the Crystal City Potomac Yard Transitway and future streetcar. Transit agencies from suburban jurisdictions provide longer distance commuter bus service in the Crystal City area. These buses would compete for space in the dedicated transit lanes and for dwell time at the Transitway (and future streetcar) station stops. Bus capacity expansion at the Crystal City Metrorail station will allow commuter bus passengers to transfer to the frequent, convenient local circulation provided by the Transitway (and future streetcar) service without interfering with Transitway operation. ART is currently studying the possibility of a local route serving the Crystal City area and surrounding neighborhoods, which would preferentially use this location to connect to Metrorail. The facility would have the potential to handle some increased or expanded commuter bus service.
- 4. How does the project improve auto and pedestrian safety?** Provision of dedicated shuttle bus and kiss and ride areas should reduce chaotic, ad hoc stopping behavior in unsafe locations, improving traffic patterns and pedestrian safety.
- 5. List internet address/link to any additional information or documentation in support of project benefits. (Optional)**

Crystal City Sector Plan:

<http://www.arlingtonva.us/departments/CPHD/planning/docs/CRYSTAL%20CITY%20SECTOR%20PLAN.pdf>

6. Project Picture/Illustratives N/A



*Shuttles Backing up into Metrobus Bays on South Bell Street*



*Shuttle Congestion in Right Turn Lane by Metrorail*

# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Crystal City Multimodal Center  
Recipient Entity: Arlington County, Virginia  
Project Contact Information: Mark Schnauffer, mschnauffer@arlingtonva.us, 703-228-3935

## PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 150,000	\$ 150,000				
Environmental Work						
Right-of-Way Acquisition						
Construction	\$ 1,562,500	\$ 1,350,000		State and TIF	\$ 212,500	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 1,712,500</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 212,500</b>	<b>\$ -</b>

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering	\$ 150,000									
Environmental Work										
Right-of-Way Acquisition										
Construction	\$ 1,350,000									
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

## FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November	\$ 200,000.00									
December	\$ 200,000.00									
January	\$ 275,000.00									
February	\$ 275,000.00									
March	\$ 275,000.00									
April	\$ 200,000.00									
May	\$ 75,000.00									
June										
<b>Total per Fiscal Year</b>	<b>\$ 1,500,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement

Recipient Entity Official

Signature [Signature]  
Title Director of Transportation, Arlington  
Date 10/11/14  
Print name of person signing Dennis M. Beach

Northern Virginia Transportation Authority

Signature \_\_\_\_\_  
NVTA Executive Director  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Print name of person signing \_\_\_\_\_



HOPE HALLECK  
CLERK TO THE  
COUNTY BOARD

**ARLINGTON COUNTY, VIRGINIA**  
**OFFICE OF THE COUNTY BOARD**

2100 CLARENDON BOULEVARD, SUITE 300  
ARLINGTON, VIRGINIA 22201-5406  
(703) 228-3130 • FAX (703) 228-7430  
E-MAIL: countyboard@arlingtonva.us



**MEMBERS**

JAY FISETTE  
CHAIR  
MARY HYNES  
VICE CHAIR

LIBBY GARVEY  
J. WALTER TEJADA  
JOHN E. VIHSTADT

**CERTIFICATION**

I hereby certify that at its September 20, 2014 Regular Meeting, on a consent motion by Mr. Tejada, seconded by Mr. Vihstadt and carried by a vote of 4 to 0, the voting recorded as follows: Mr. Fisetite - Aye, Ms. Garvey - Aye, Mr. Tejada - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the "C.M.

**RECOMMENDATIONS:** in the attached County Manager's report dated September 11, 2014, and supplemental report dated September 19, 2014 "SUBJECT: Fiscal Year 2014 Northern Virginia Transportation Authority ("NVT") Standard Project Agreements for Funding and Administration ("Agreements")

Given under my hand this 22<sup>nd</sup> day of September 2014.

  
Hope L. Halleck, Clerk  
Arlington County Board

[SEAL]



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of September 20, 2014

**DATE:** September 11, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority ("NVTA") Standard Project Agreements for Funding and Administration ("Agreements")

#### **C. M. RECOMMENDATION:**

1. Approve four project Agreements between the County Board of Arlington and NVTA for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney

**ISSUES:** This is a request to execute the project Agreements between the County Board of Arlington and NVTA for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTA.

**SUMMARY:** On July 16, 2013, the County Board ratified four (4) Arlington projects proposed for NVTA Fiscal Year 2014 HB 2313 70 percent regional transportation funds. On July 24, 2013, the NVTA approved a Fiscal Year 2014 regional multimodal project list totaling nearly \$210 million. Projects selected went through a rigorous selection screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 33 projects includes \$18,835,000 for the four (4) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2014 funding is as follows:

- Columbia Pike Multimodal Street Improvements: West End Realignment (\$12,000,000)
- Boundary Channel Drive Interchange (\$4,335,000)
- Silver/Blue Line Mitigation (ART Fleet Expansion) (\$1,000,000)
- Crystal City Multimodal Center (\$1,500,000)

County Manager:

*BMD/mjs*

County Attorney:

*[Signature]*

Staff: Jason Friess, Department of Management & Finance

35.

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. These project agreement forms were not finalized by NVTa until March 13, 2014, at which time they were available for jurisdictions to complete and submit for approval of the FY 2014 projects. Attachments A - D include the Standard Project Agreements to be executed for each of the four approved projects.

**BACKGROUND:** The 2013 Virginia General Assembly enacted legislation (House Bill 2313) that raises new transportation revenues for Northern Virginia through a series of state imposed regional taxes and fees. The new law imposes an additional .07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$100 valuation increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity; or transportation projects contained in the region's long-range transportation plan and, with the exception of those Regional Funds received in Fiscal Year 2014, that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels have developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language.

The major provisions of the agreement are:

Each recipient will:

- not advance a project to the next phase until the current phase is complete; however, recipients can submit a written request to advance funding for a future phase of a project under certain circumstances. Such requests will be considered by the Authority's Executive Director, based on the circumstances and after evaluating the Authority's cash flow position. The agreement does not prevent a recipient from advance funding a phase of a projects and later seeking reimbursement consistent with the Authority's cash flow;
- update project cash flow requirements periodically using forms provided as attachments to the agreement;
- notify the Authority's Executive Director of any additional project costs resulting from unanticipated circumstances. The Authority will decide whether to fund these additional costs or not, but only in accordance with the Authority's project selection process;
- release or return any unexpended funds to the Authority no later than 90 days following final payment to contractors;



- acknowledge the requirements of the Authority's Resolution 1408, if applicable, which directs that prior to the Authority's release of funds that may be part of a larger project being undertaken by an extra-territorial funding partner, all extra-territorial partners must commit to pay their appropriate, respective, proportionate shares of the project costs commensurate with the benefits to each on a basis agreed upon by the Authority's member localities; any Authority funds will be in addition to the funds that member localities are to receive from the extra-territorial funding partner for the project; and no Authority funding will be released for the project until other extra-territorial partners commit to fund their appropriate, respective, proportionate share of the project;
- reimburse the Authority (with interest) for any funds misapplied or not used in accordance with the statutes governing the Authority's revenues;
- certify that it will use the project for its intended purpose for the duration of its useful life or reimburse the authority for the residual value of the asset (equipment) based on its depreciated value;

The Authority will:

- provide funding for the project on a reimbursement basis, as outlined in the Project Agreement, Project Budget and Cash Flow as original or subsequently approved;
- assign a project coordinator to monitor the project to ensure compliance with the Agreement and review payment requisitions;
- make project payments within 20 days, if the payment requisition is sufficient;
- notify recipient of reasons a payment requisition is declined;
- consider additional payment requests recommended by the Executive Director and the Finance Committee;
- conduct periodic reviews of the project to ensure that it remains in compliance with the agreed upon project scope;
- advise the recipient in writing of any misused or misapplied funding and make recommendations to the Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- secure reimbursement (with interest) of any misused or misapplied funding;
- make guidelines available to assist with complying with the terms of the Agreement;
- retain records for time periods required by the Virginia Public Records Act and other applicable laws.

The agreement also:

- provides for termination by either party for cause;
- contains a dispute resolution clause;
- contains other standard language regarding notices, assignment, modification, sovereign immunity, governing law and other provisions.

**FISCAL IMPACT:** These funds were included in the County's Adopted FY 2015 – FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding of the four projects receiving regional funds.



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of September 20, 2014

### SUPPLEMENTAL REPORT

**DATE:** September 19, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority (NVTA) Standard Project Agreements for Funding and Administration (Agreements).

**DISCUSSION:** The appendices included in each Agreement (Attachments A-D) have been updated per recommendations from NVTA. A summary of the changes is below.

#### Columbia Pike

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction

#### Crystal City Multimodal

- Change the cashflow for NVTA reimbursement to begin in November (Originally July)

#### Boundary Channel

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction
- Reformat the column spacing in Appendix B to reveal the FY16 and FY17 totals (cash flow summary)
- Revise project schedule in Appendix A
- Include an Appendix D – Tax Agreement (Bond funded project)

#### ART Buses

- Revised project expenditures in Appendix B to reflect the full \$1M grant amount.

County Manager:

*BMD/GA*

County Attorney:

Staff: Jason Friess, Department of Management and Finance

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 013-14-016-1-09 (Columbia Pike Multimodal Improvement)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-14-016-1-09.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-14-016-1-09 (Columbia Pike Multimodal Improvement), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Arlington County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTa Project Number 013-14-016-1-09

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Arlington County, Virginia  
(Recipient Entity)**

NVTA Project Number: 013-14-016-1-09

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and  
Arlington County, Virginia ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2- 4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTAFund and/or from NVTABond Proceeds, is located within a locality embraced by NVTAs geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTAFund;

WHEREAS, Arlington County, Virginia formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

WHEREAS, NVTAFund has reviewed Arlington County, Virginia 's application for funding and has approved Arlington County, Virginia 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, NVTAFund has determined that the Project complies with all requirements of the NVTAFund Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTAFund described in Appendix B have been duly authorized and directed by Arlington County, Virginia to finance the Project;

WHEREAS, NVTAFund agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Arlington County, Virginia 's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTAs governing body and Arlington County, Virginia 's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Arlington County, Virginia shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTA funds specified on Appendix B to pay any Project cost if the NVTA Act does not permit such Project cost to be paid with NVTA funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTA will provide funding for such multiple phases (as set forth on Appendix B), NVTA may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVTA funds, Arlington County, Virginia shall submit a written request to NVTA's Executive Director explaining the need for NVTA's funding of an advanced phase. NVTA's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTA's current and projected cash flow position and make a recommendation to NVTA whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia from providing its own funds to



advance a future phase of the Project and from requesting reimbursement from NVTA for having advance funded a future phase of the Project. However, Arlington County, Virginia further recognizes that NVTA's reimbursement to Arlington County, Virginia for having advance funded a Project phase will be dependent upon NVTA's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTA's Executive Director will periodically update NVTA's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Arlington County, Virginia shall provide all information required by NVTA so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTA requests for payment consistent with Appendix B and the most recently approved NVTA cash flow estimates that include NVTA's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTA and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTA, Arlington County, Virginia can expect to receive payment within twenty (20) days upon receipt by NVTA. Approved payments may be made by means of electronic transfer of funds from NVTA to or for the account of Arlington County, Virginia.
8. Promptly notify NVTA's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTA detailed estimates of additional costs associated with those circumstances. Arlington County, Virginia understands that it will be within NVTA's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTA will do so only in accordance with NVTA's approved Project Selection Process and upon formal action and approval by NVTA. Arlington County, Virginia shall timely provide to NVTA a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Arlington County, Virginia 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia and provide copies of any such financial records to NVTA, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that Arlington County, Virginia misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all Arlington County, Virginia's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Arlington County, Virginia for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that Arlington County, Virginia may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement Arlington County, Virginia so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, Arlington County, Virginia will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Arlington County, Virginia.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Arlington County, Virginia is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Arlington County, Virginia will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Arlington County, Virginia the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Arlington County, Virginia for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Arlington County, Virginia's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Arlington County, Virginia. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Arlington County, Virginia in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Arlington County, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia 's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Arlington County, Virginia 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that Arlington County, Virginia has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Arlington County, Virginia 's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that Arlington County, Virginia has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from Arlington County, Virginia of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Arlington County, Virginia . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Arlington County, Virginia to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Arlington County, Virginia may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Arlington County, Virginia to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Arlington County, Virginia shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Arlington County, Virginia will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and Arlington County, Virginia's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to Arlington County, Virginia's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

Arlington County, Virginia agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this



Agreement. In the event that Arlington County, Virginia fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Arlington County, Virginia shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Arlington County, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Arlington County, Virginia by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Arlington County, Virginia.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to Arlington County, Virginia, to the attention of County Manager  
2100 Clarendon Blvd, Suite 302  
Arlington, Virginia 22201 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Arlington County, Virginia represents that it is not acting as a partner or agent of NVT; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Arlington County, Virginia \_\_\_\_\_ (Name of Recipient Entity)

By: Barbara M. Draxler

Date: 10/2/14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVTA Project Description Sheet***

NVTA Project Title: Columbia Pike Multimodal Improvement

Recipient Entity: Arlington County

Recipient Entity/Project Manager Contact Information:

William Roberts, Transportation Program Manager. [wroberts@arlingtonva.us](mailto:wroberts@arlingtonva.us), 703-9661761\

NVTA Program Coordinator Contact information:

Keith Jasper, [Keith.Jasper@thenovaauthority.org](mailto:Keith.Jasper@thenovaauthority.org), 703-642-4652

<b>Project Scope</b>
The scheduled has shifted slightly from that included on Project Description Form 9A. Design will be completed in FY 2015. Construction will begin in FY 2016 and be completed in FY 2017.

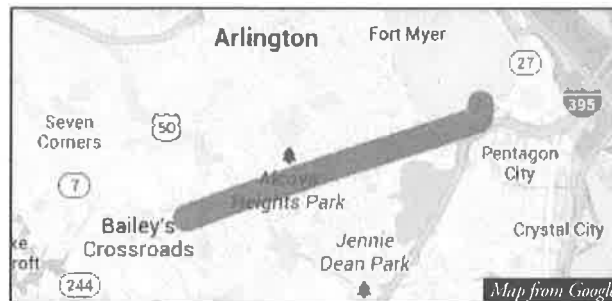
<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>
<b>No Changes</b>



# Project Description Form — 9A

## Basic Project Information

1. **Submitting Agency:**  
Arlington County
2. **Project Title:** Columbia Pike Multimodal Improvement
3. **Project Type:**  
☒ Roadway   ☐ Multimodal   ☐ Transit
4. **Project Description/Scope:** The project will provide for street improvements to include a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to S. Joyce Street on the east end. The next phase scheduled to be constructed is between the Fairfax County line to Four Mile Run.
5. **Route (if applicable)/Corridor:**  
Route 244 / Corridor 9
6. **Total Project Cost:** \$12,000,000
7. **Total Funds Required:** \$12,000,000
8. **Phase/s of Project Covered by Funding:** Construction



9. **Project Milestones (by phase, include all phases):**
  - Design Complete: FY 2014
  - Construction Start: FY 2014
  - Construction Complete: FY 2016
10. **In TransAction 2040 plan?**  
☒ Yes   ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
 Yes. CLRP, ID# 2315, #1973
12. **Leverages Sources:**
☒ Local   ☒ State   ☐ Federal  
☐ Other (please explain)

## PROJECT ANALYSIS

**Tier I** ☒ Pass   ☐ Fail

**Tier II** 7 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP   ☐ TA2040 only   **Rating** ☒ High   ☐ Med   ☐ Low

## Stated Benefits

---

1. **What regional benefit/s does this project offer?** Columbia Pike in Arlington provides an important connection from Fairfax County to the Pentagon, and the high-density Pentagon City and Crystal City employment and retail centers. This project will improve traffic flow along the corridor through the installation of left-turn lanes where they don't currently exist.
2. **How does the project reduce congestion?** This project will improve traffic flow through the installation of left-turn lanes along the corridor where they don't currently exist and removing redundant driveway entrances. Left turning traffic reduces the capacity of lanes to carry through traffic, which lead to increased congestion and travel time delay. The addition of dedicated left-turn lanes will reduce congestion by removing the turning traffic from the through traffic flow at road intersections. The project will also provide improved access to transit stops along the corridor.
3. **How does the project increase capacity?** (*Mass transit projects only*) The goal of this project is to provide a complete street that achieves an appropriate balance of travel modes and supports future high-quality, high-frequency transit service.
4. **How does the project improve auto and pedestrian safety?** The addition of left turn lanes should decrease rear end collisions. Wider sidewalks, improved pedestrian ramps, improved pedestrian crossings and the elimination of redundant driveway entrances will improve pedestrian safety.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)  
<http://www.columbiapikeva.us/multimodal-street-improvements/>
6. **Project Picture/Illustratives**



*Eastbound Columbia Pike*



*Westbound Columbia Pike*

# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Columbia Pike Multimodal  
Recipient Entity: Arlington County, Virginia  
Project Contact Information: William Roberts, wroberts@arlingtonva.us, 703-966-1761

## PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ 1,000,000		\$ -	County bond funds		\$ 1,000,000
Engineering	\$ 1,500,000			TCF, County bond funds		\$ 1,500,000
Environmental Work						
Right-of-Way Acquisition	\$ 10,000,000			County bond fin	\$ 2,500,000	\$ 7,500,000
Construction	\$ 70,000,000	\$ 12,000,000		County bond fin	\$ 4,391,000	\$ 53,609,000
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 82,500,000</b>	<b>\$ 12,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,891,000</b>	<b>\$ 63,609,000</b>

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction	\$ 100,000		\$ 6,000,000		\$ 5,900,000					
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 6,000,000</b>	<b>\$ -</b>	<b>\$ 5,900,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

## FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 300,000.00		\$ 600,000.00					
August			\$ 300,000.00		\$ 700,000.00					
September			\$ 400,000.00		\$ 700,000.00					
October			\$ 500,000.00		\$ 700,000.00					
November			\$ 500,000.00		\$ 700,000.00					
December			\$ 500,000.00		\$ 700,000.00					
January			\$ 500,000.00		\$ 600,000.00					
February			\$ 600,000.00		\$ 500,000.00					
March			\$ 600,000.00		\$ 400,000.00					
April			\$ 600,000.00		\$ 300,000.00					
May			\$ 600,000.00							
June	\$ 100,000.00		\$ 600,000.00							
<b>Total per Fiscal Year</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ 6,000,000.00</b>	<b>\$ -</b>	<b>\$ 5,900,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature  
Title  
Date  
Print name of person signing

Northern Virginia Transportation Authority

Signature  
NVTA Executive Director  
Title  
Date  
Print name of person signing



HOPE HALLECK  
CLERK TO THE  
COUNTY BOARD

**ARLINGTON COUNTY, VIRGINIA**  
**OFFICE OF THE COUNTY BOARD**

2100 CLARENDON BOULEVARD, SUITE 300  
ARLINGTON, VIRGINIA 22201-5406  
(703) 228-3130 • FAX (703) 228-7430  
E-MAIL: countyboard@arlingtonva.us



**MEMBERS**

JAY FISETTE  
CHAIR  
MARY HYNES  
VICE CHAIR

LIBBY GARVEY  
J. WALTER TEJADA  
JOHN E. VIHSTADT

**CERTIFICATION**

I hereby certify that at its September 20, 2014 Regular Meeting, on a consent motion by Mr. Tejada, seconded by Mr. Vihstadt and carried by a vote of 4 to 0, the voting recorded as follows: Mr. Fisetete - Aye, Ms. Garvey - Aye, Mr. Tejada - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the "C.M.

**RECOMMENDATIONS:** in the attached County Manager's report dated September 11, 2014, and supplemental report dated September 19, 2014 "SUBJECT: Fiscal Year 2014 Northern Virginia Transportation Authority ("NVT") Standard Project Agreements for Funding and Administration ("Agreements")

Given under my hand this 22<sup>nd</sup> day of September 2014.

Hope L. Halleck, Clerk  
Arlington County Board

[SEAL]





## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of September 20, 2014

**DATE:** September 11, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority ("NVTA") Standard Project Agreements for Funding and Administration ("Agreements")

#### **C. M. RECOMMENDATION:**

1. Approve four project Agreements between the County Board of Arlington and NVTA for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney

**ISSUES:** This is a request to execute the project Agreements between the County Board of Arlington and NVTA for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTA.

**SUMMARY:** On July 16, 2013, the County Board ratified four (4) Arlington projects proposed for NVTA Fiscal Year 2014 HB 2313 70 percent regional transportation funds. On July 24, 2013, the NVTA approved a Fiscal Year 2014 regional multimodal project list totaling nearly \$210 million. Projects selected went through a rigorous selection screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 33 projects includes \$18,835,000 for the four (4) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2014 funding is as follows:

- Columbia Pike Multimodal Street Improvements: West End Realignment (\$12,000,000)
- Boundary Channel Drive Interchange (\$4,335,000)
- Silver/Blue Line Mitigation (ART Fleet Expansion) (\$1,000,000)
- Crystal City Multimodal Center (\$1,500,000)

County Manager:

*BMD/mjs*

County Attorney:

*[Signature]*

Staff: Jason Friess, Department of Management & Finance

35.

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. These project agreement forms were not finalized by NVTa until March 13, 2014, at which time they were available for jurisdictions to complete and submit for approval of the FY 2014 projects. Attachments A - D include the Standard Project Agreements to be executed for each of the four approved projects.

**BACKGROUND:** The 2013 Virginia General Assembly enacted legislation (House Bill 2313) that raises new transportation revenues for Northern Virginia through a series of state imposed regional taxes and fees. The new law imposes an additional .07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$100 valuation increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity; or transportation projects contained in the region's long-range transportation plan and, with the exception of those Regional Funds received in Fiscal Year 2014, that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels have developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language.

The major provisions of the agreement are:

Each recipient will:

- not advance a project to the next phase until the current phase is complete; however, recipients can submit a written request to advance funding for a future phase of a project under certain circumstances. Such requests will be considered by the Authority's Executive Director, based on the circumstances and after evaluating the Authority's cash flow position. The agreement does not prevent a recipient from advance funding a phase of a projects and later seeking reimbursement consistent with the Authority's cash flow;
- update project cash flow requirements periodically using forms provided as attachments to the agreement;
- notify the Authority's Executive Director of any additional project costs resulting from unanticipated circumstances. The Authority will decide whether to fund these additional costs or not, but only in accordance with the Authority's project selection process;
- release or return any unexpended funds to the Authority no later than 90 days following final payment to contractors;

- acknowledge the requirements of the Authority's Resolution 1408, if applicable, which directs that prior to the Authority's release of funds that may be part of a larger project being undertaken by an extra-territorial funding partner, all extra-territorial partners must commit to pay their appropriate, respective, proportionate shares of the project costs commensurate with the benefits to each on a basis agreed upon by the Authority's member localities; any Authority funds will be in addition to the funds that member localities are to receive from the extra-territorial funding partner for the project; and no Authority funding will be released for the project until other extra-territorial partners commit to fund their appropriate, respective, proportionate share of the project;
- reimburse the Authority (with interest) for any funds misapplied or not used in accordance with the statutes governing the Authority's revenues;
- certify that it will use the project for its intended purpose for the duration of its useful life or reimburse the authority for the residual value of the asset (equipment) based on its depreciated value;

The Authority will:

- provide funding for the project on a reimbursement basis, as outlined in the Project Agreement, Project Budget and Cash Flow as original or subsequently approved;
- assign a project coordinator to monitor the project to ensure compliance with the Agreement and review payment requisitions;
- make project payments within 20 days, if the payment requisition is sufficient;
- notify recipient of reasons a payment requisition is declined;
- consider additional payment requests recommended by the Executive Director and the Finance Committee;
- conduct periodic reviews of the project to ensure that it remains in compliance with the agreed upon project scope;
- advise the recipient in writing of any misused or misapplied funding and make recommendations to the Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- secure reimbursement (with interest) of any misused or misapplied funding;
- make guidelines available to assist with complying with the terms of the Agreement;
- retain records for time periods required by the Virginia Public Records Act and other applicable laws.

The agreement also:

- provides for termination by either party for cause;
- contains a dispute resolution clause;
- contains other standard language regarding notices, assignment, modification, sovereign immunity, governing law and other provisions.

**FISCAL IMPACT:** These funds were included in the County's Adopted FY 2015 – FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding of the four projects receiving regional funds.



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of September 20, 2014

### SUPPLEMENTAL REPORT

**DATE:** September 19, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority (NVTA) Standard Project Agreements for Funding and Administration (Agreements).

**DISCUSSION:** The appendices included in each Agreement (Attachments A-D) have been updated per recommendations from NVTA. A summary of the changes is below.

#### Columbia Pike

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction

#### Crystal City Multimodal

- Change the cashflow for NVTA reimbursement to begin in November (Originally July)

#### Boundary Channel

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction
- Reformat the column spacing in Appendix B to reveal the FY16 and FY17 totals (cash flow summary)
- Revise project schedule in Appendix A
- Include an Appendix D – Tax Agreement (Bond funded project)

#### ART Buses

- Revised project expenditures in Appendix B to reflect the full \$1M grant amount.

County Manager:

*BMD/GA*

County Attorney:

Staff: Jason Friess, Department of Management and Finance

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 013-14-015-2-08 (Boundary Channel Drive Interchange)

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**1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-14-015-2-08.

**2. Suggested motion.** *I move approval of the proposed Standard Project 013-14-015-2-08 (Boundary Channel Drive Interchange), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*

**3. Background.**

- a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
- b. FY2014 Bond funding was also approved on July 24, 2013 and is available for the project.
- c. The attached SPA presented by Arlington County is consistent with the project previously approved by the Authority.
- d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 013-14-015-2-08

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Arlington County, Virginia  
(Recipient Entity)**

NVTA Project Number: 013-14-015-2-08

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and  
Arlington County, Virginia (Recipient Entity).

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2- 4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTAFund and/or from NVTABond Proceeds, is located within a locality embraced by NVTAs geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTAFund;

WHEREAS, Arlington County, Virginia formally requested that NVTAFund provide funding to the Project by timely submitting an application for NVTAFund funding in response to NVTAs call for projects;

WHEREAS, NVTAFund has reviewed Arlington County, Virginia 's application for funding and has approved Arlington County, Virginia 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, NVTAFund has determined that the Project complies with all requirements of the NVTAFund Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTAFund described in Appendix B have been duly authorized and directed by Arlington County, Virginia to finance the Project;

WHEREAS, NVTAFund agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Arlington County, Virginia 's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTAFund's governing body and Arlington County, Virginia 's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:



A. Recipient Entity's Obligations

Arlington County, Virginia shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAF funds specified on Appendix B to pay any Project cost if the NVTAF Act does not permit such Project cost to be paid with NVTAF funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAF will provide funding for such multiple phases (as set forth on Appendix B), NVTAF may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVTAF funds, Arlington County, Virginia shall submit a written request to NVTAF's Executive Director explaining the need for NVTAF's funding of an advanced phase. NVTAF's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAF's current and projected cash flow position and make a recommendation to NVTAF whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, Arlington County, Virginia further recognizes that NVTa's reimbursement to Arlington County, Virginia for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Arlington County, Virginia shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, Arlington County, Virginia can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of Arlington County, Virginia.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. Arlington County, Virginia understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. Arlington County, Virginia shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Arlington County, Virginia 's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Arlington County, Virginia misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Arlington County, Virginia's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Arlington County, Virginia for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Arlington County, Virginia may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Arlington County, Virginia so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Arlington County, Virginia will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Arlington County, Virginia.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Arlington County, Virginia is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that Arlington County, Virginia will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Arlington County, Virginia the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by Arlington County, Virginia for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Arlington County, Virginia 's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Arlington County, Virginia . If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Arlington County, Virginia in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Arlington County, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia 's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Arlington County, Virginia 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that Arlington County, Virginia has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Arlington County, Virginia 's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that Arlington County, Virginia has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from Arlington County, Virginia of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Arlington County, Virginia . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Arlington County, Virginia to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Arlington County, Virginia may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Arlington County, Virginia to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Arlington County, Virginia shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may



request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Arlington County, Virginia will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and Arlington County, Virginia's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to Arlington County, Virginia's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

Arlington County, Virginia agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that Arlington County, Virginia fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Arlington County, Virginia shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If Arlington County, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Arlington County, Virginia by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to Arlington County, Virginia.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to Arlington County, Virginia, to the attention of County Manager  
2100 Clarendon Blvd, Suite 302  
Arlington, Virginia 22201 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Arlington County, Virginia represents that it is not acting as a partner or agent of NVT; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Arlington County, Virginia (Name of Recipient Entity)

By: Barbara M. Danelle

Date: 10/2/14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Boundary Channel Drive Interchange

Recipient Entity: Arlington County

Recipient Entity/Project Manager Contact Information:

David Kirschner, [dkirschner@arlingtonva.us](mailto:dkirschner@arlingtonva.us), 703-228-3392

Katherine Youngbluth, [kyoungbluth@arlingtonva.us](mailto:kyoungbluth@arlingtonva.us), 703-228-3392

NVT A Program Coordinator Contact information:

Keith Jasper, [Keith.Jasper@thenovaaauthority.org](mailto:Keith.Jasper@thenovaaauthority.org), 703-642-4652

#### **Project Scope**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

**No Changes**

#### **Detailed Scope of Services**

**Only Complete if Different from the Approved NVT A Project Description Sheet**

#### **9. Project Milestones** *(by phase, include all phases):*

- Planning and design: Underway
- Design Complete: FY 2017
- Construction Start: FY 2017
- Construction Complete: FY 2019



# Project Description Form — 8C

## Basic Project Information

1. **Submitting Agency:**  
Arlington County
2. **Project Title:** Boundary Channel Drive Interchange
3. **Project Type:**  
☒ Roadway   ☐ Multimodal   ☐ Transit
4. **Project Description/Scope:** Arlington County proposes to redesign the Boundary Channel Drive Interchange with I-395 to improve traffic flow in the region's most congested area. The project will construct two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the district. The project includes safety enhancements to the Pentagon's critical infrastructure by proposing to eliminate vehicular ramps closest to its critical infrastructure.
5. **Route (if applicable)/Corridor:**  
Interstate 395 / Corridor 8
6. **Total Project Cost:** \$9,335,000
7. **Total Funds Required:** \$4,335,000



8. **Phase/s of Project Covered by Funding:** Construction
9. **Project Milestones (by phase, include all phases):**
  - Planning and design: Underway
  - Design Complete: FY 2014
  - Construction Start: FY 2015
  - Construction Complete: FY 2017
10. **In TransAction 2040 plan?**  
☒ Yes   ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
Yes. CLRP/TIP ID#5965
12. **Leverages Sources:**  
☒ Local   ☒ State   ☐ Federal  
☐ Other (please explain)

## PROJECT ANALYSIS

**Tier I** ☒ Pass   ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP   ☐ TA2040 only   **Rating** ☒ High   ☐ Med   ☐ Low

## Stated Benefits

---

- 1. What regional benefit/s does this project offer?** The primary benefit of this project will be the reduction of congestion of vehicular traffic on I-395 in the most congested area of the Washington DC, Maryland and Virginia region. The project also proposes to create multi-modal connections for pedestrians and bicyclists from Virginia to the Humpback Bridge Trail connection and over the 14<sup>th</sup> Street Bridge.
- 2. How does the project reduce congestion?** The existing Boundary Channel Drive interchange is inadequate to meet current travel demands locally and the improvements will help to reduce traffic congestion in the region. The 14<sup>th</sup> Street Bridge Environmental Impact Study (EIS) called for the Boundary Channel Drive Interchange to be redesigned to eliminate ramp access points to I-395; based on the EIS rankings, the ramp eliminations for the interchange were ranked third amongst the top priorities for the Highway Action Alternatives. This project proposed to eliminate two on/off ramps on Boundary Channel Drive by creating a roundabout at the ramps terminus.
- 3. How does the project increase capacity?** (*Mass transit projects only*) While the Boundary Channel Interchange project is not specifically designed to increase mass transit facilities, it will support the existing mass transit and multi-modal options in the region by building new connections for buses, vehicles, pedestrians and bicyclists.
- 4. How does the project improve auto and pedestrian safety?** Along with traffic congestion reduction, pedestrian and auto safety is a primary goal of this project. The design has been developed to better recognize and allocate safe travel areas for pedestrians, vehicles and bicycles as they make regional trips through the project limits.
- 5. List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*)

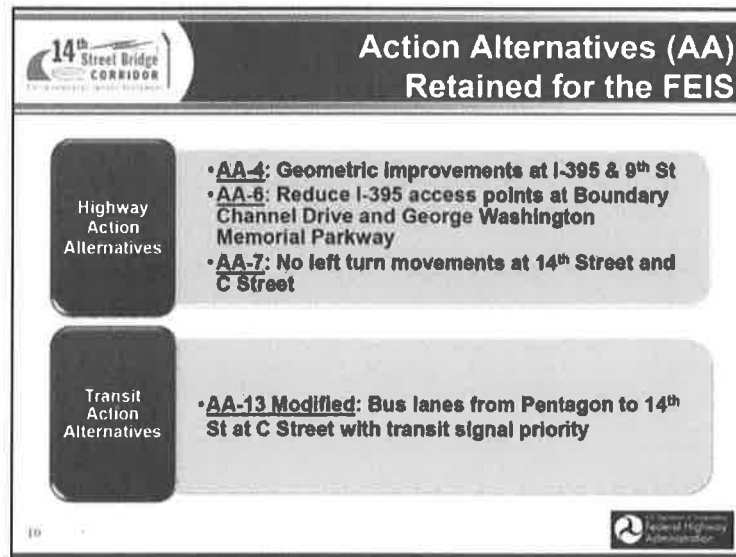
**FHWA, 14<sup>th</sup> Street Bridge Draft Environmental Impact Study:** To improve traffic flow south of the 14<sup>th</sup> Street Bridge on I-395, the 14<sup>th</sup> Street Bridge EIS' "Improvement Option H3-D" stated the desire "reduc[e] interstate access at Boundary Channel [Drive]". There are ten on and off ramps immediately south of the 14<sup>th</sup> Street Bridge and the weaving movements are unsafe because many of the ramps have inadequate merging areas that cause congestion. Improvement Option H3-D will be adopted as a final alternative recommended as part of the Final Environmental Impact Study and will be instead known as AA-6.

Website: <http://www.14thstreetbridgecorridoreis.com/deis.html>

**National Parks Service, Gravelly Point and Roaches Run EA:** This document supported the roundabout and trail connection that are proposed by the Boundary Channel Drive project to improve pedestrian and bicycle connections to and from Virginia to the District of Columbia. The document supports trail improvements to reduce regional vehicular congestion by increasing the capacity of the multi-modal options for commuters.

Website: <http://parkplanning.nps.gov/projectHome.cfm?parkID=186&projectID=23571>

## 6. Project Picture/Illustratives



Source: FHWA 14<sup>th</sup> Street Bridge Public Hearing for Environmental Impact Statement, March 1, 2012.



Source: Arlington County, FHWA Project Framework Document for Interchange Modifications, July 14, 2011.



Source: National Parks Service, Gravelly Point and Roaches Run EA,  
<http://parkplanning.nps.gov/document.cfm?parkID=186&projectID=23571&documentID=47635>.



**APPENDIX B-PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Boundary Channel Drive Interchange  
 Recipient Entity: Arlington County, Virginia  
 Project Contact Information: David Kirschner, dkirschner@arlingtonva.us, 703-228-3392; Katherine Youngbluth, kyoungbluth@arlingtonva.us, 703-228-3392

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 650,000			GO Bond		\$ 650,000
Environmental Work	\$ -					
Right-of-Way Acquisition	\$ 900,000			GO Bond		\$ 900,000
Construction	\$ 7,785,000		\$ 4,335,000	State, GO Bond	\$ 2,500,000	\$ 950,000
Contract Administration	\$ -					
Testing Services	\$ -					
Inspection Services	\$ -					
Capital Asset Acquisitions	\$ -					
Other	\$ -					
<b>Total Estimated Cost</b>	<b>\$ 9,335,000</b>	<b>\$ -</b>	<b>\$ 4,335,000</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>	<b>\$ 2,500,000</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction				\$ 135,000		\$ 2,800,000		\$ 1,400,000		
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 135,000</b>	<b>\$ -</b>	<b>\$ 2,800,000</b>	<b>\$ -</b>	<b>\$ 1,400,000</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September						\$ 700,000.00		\$ 700,000.00		
October										
November										
December						\$ 700,000.00		\$ 700,000.00		
January										
February										
March						\$ 700,000.00				
April										
May										
June				\$ 135,000.00		\$ 700,000.00				
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 135,000.00</b>	<b>\$ -</b>	<b>\$ 2,800,000.00</b>	<b>\$ -</b>	<b>\$ 1,400,000.00</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

Signature David Kirschner  
 Title ASST. OF THE TRANSPORTATION, ARLINGTON  
 Date 10/11/14  
 Print name of person signing DAVID M. KIRSCHNER

Northern Virginia Transportation Authority

Signature \_\_\_\_\_  
 NVTA Executive Director  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing \_\_\_\_\_

## **APPENDIX D**

### **TAX COVENANTS**

The Recipient Entity will not permit more than five percent of the total amount of NVTB Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTB Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTB Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTB Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTB to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTB advances the amount of the requisition. NVTB may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTB's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTB Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not

engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.



HOPE HALLECK  
CLERK TO THE  
COUNTY BOARD

**ARLINGTON COUNTY, VIRGINIA**  
**OFFICE OF THE COUNTY BOARD**

2100 CLARENDON BOULEVARD, SUITE 300  
ARLINGTON, VIRGINIA 22201-5406  
(703) 228-3130 • FAX (703) 228-7430  
E-MAIL: countyboard@arlingtonva.us



**MEMBERS**  
JAY FISETTE  
CHAIR  
MARY HYNES  
VICE CHAIR

LIBBY GARVEY  
J. WALTER TEJADA  
JOHN E. VIHSTADT

**CERTIFICATION**

I hereby certify that at its September 20, 2014 Regular Meeting, on a consent motion by Mr. Tejada, seconded by Mr. Vihstadt and carried by a vote of 4 to 0, the voting recorded as follows: Mr. Fisetite - Aye, Ms. Garvey - Aye, Mr. Tejada - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the "C.M.

**RECOMMENDATIONS:** in the attached County Manager's report dated September 11, 2014, and supplemental report dated September 19, 2014 "SUBJECT: Fiscal Year 2014 Northern Virginia Transportation Authority ("NVT") Standard Project Agreements for Funding and Administration ("Agreements")

Given under my hand this 22<sup>nd</sup> day of September 2014.

  
Hope L. Halleck, Clerk  
Arlington County Board

[SEAL]



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of September 20, 2014

**DATE:** September 11, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority ("NVTa") Standard Project Agreements for Funding and Administration ("Agreements")

#### **C. M. RECOMMENDATION:**

1. Approve four project Agreements between the County Board of Arlington and NVTa for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney

**ISSUES:** This is a request to execute the project Agreements between the County Board of Arlington and NVTa for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTa.

**SUMMARY:** On July 16, 2013, the County Board ratified four (4) Arlington projects proposed for NVTa Fiscal Year 2014 HB 2313 70 percent regional transportation funds. On July 24, 2013, the NVTa approved a Fiscal Year 2014 regional multimodal project list totaling nearly \$210 million. Projects selected went through a rigorous selection screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 33 projects includes \$18,835,000 for the four (4) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2014 funding is as follows:

- Columbia Pike Multimodal Street Improvements: West End Realignment (\$12,000,000)
- Boundary Channel Drive Interchange (\$4,335,000)
- Silver/Blue Line Mitigation (ART Fleet Expansion) (\$1,000,000)
- Crystal City Multimodal Center (\$1,500,000)

County Manager: *BMD/mjs*

County Attorney: *[Signature]*

Staff: Jason Friess, Department of Management & Finance

Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. These project agreement forms were not finalized by NVTa until March 13, 2014, at which time they were available for jurisdictions to complete and submit for approval of the FY 2014 projects. Attachments A - D include the Standard Project Agreements to be executed for each of the four approved projects.

**BACKGROUND:** The 2013 Virginia General Assembly enacted legislation (House Bill 2313) that raises new transportation revenues for Northern Virginia through a series of state imposed regional taxes and fees. The new law imposes an additional .07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$100 valuation increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity; or transportation projects contained in the region's long-range transportation plan and, with the exception of those Regional Funds received in Fiscal Year 2014, that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels have developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language.

The major provisions of the agreement are:

Each recipient will:

- not advance a project to the next phase until the current phase is complete; however, recipients can submit a written request to advance funding for a future phase of a project under certain circumstances. Such requests will be considered by the Authority's Executive Director, based on the circumstances and after evaluating the Authority's cash flow position. The agreement does not prevent a recipient from advance funding a phase of a projects and later seeking reimbursement consistent with the Authority's cash flow;
- update project cash flow requirements periodically using forms provided as attachments to the agreement;
- notify the Authority's Executive Director of any additional project costs resulting from unanticipated circumstances. The Authority will decide whether to fund these additional costs or not, but only in accordance with the Authority's project selection process;
- release or return any unexpended funds to the Authority no later than 90 days following final payment to contractors;

- acknowledge the requirements of the Authority's Resolution 1408, if applicable, which directs that prior to the Authority's release of funds that may be part of a larger project being undertaken by an extra-territorial funding partner, all extra-territorial partners must commit to pay their appropriate, respective, proportionate shares of the project costs commensurate with the benefits to each on a basis agreed upon by the Authority's member localities; any Authority funds will be in addition to the funds that member localities are to receive from the extra-territorial funding partner for the project; and no Authority funding will be released for the project until other extra-territorial partners commit to fund their appropriate, respective, proportionate share of the project;
- reimburse the Authority (with interest) for any funds misapplied or not used in accordance with the statutes governing the Authority's revenues;
- certify that it will use the project for its intended purpose for the duration of its useful life or reimburse the authority for the residual value of the asset (equipment) based on its depreciated value;

The Authority will:

- provide funding for the project on a reimbursement basis, as outlined in the Project Agreement, Project Budget and Cash Flow as original or subsequently approved;
- assign a project coordinator to monitor the project to ensure compliance with the Agreement and review payment requisitions;
- make project payments within 20 days, if the payment requisition is sufficient;
- notify recipient of reasons a payment requisition is declined;
- consider additional payment requests recommended by the Executive Director and the Finance Committee;
- conduct periodic reviews of the project to ensure that it remains in compliance with the agreed upon project scope;
- advise the recipient in writing of any misused or misapplied funding and make recommendations to the Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- secure reimbursement (with interest) of any misused or misapplied funding;
- make guidelines available to assist with complying with the terms of the Agreement;
- retain records for time periods required by the Virginia Public Records Act and other applicable laws.



The agreement also:

- provides for termination by either party for cause;
- contains a dispute resolution clause;
- contains other standard language regarding notices, assignment, modification, sovereign immunity, governing law and other provisions.

**FISCAL IMPACT:** These funds were included in the County's Adopted FY 2015 – FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding of the four projects receiving regional funds.



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of September 20, 2014

### SUPPLEMENTAL REPORT

**DATE:** September 19, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority (NVTA) Standard Project Agreements for Funding and Administration (Agreements).

**DISCUSSION:** The appendices included in each Agreement (Attachments A-D) have been updated per recommendations from NVTA. A summary of the changes is below.

#### Columbia Pike

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction

#### Crystal City Multimodal

- Change the cashflow for NVTA reimbursement to begin in November (Originally July)

#### Boundary Channel

- Revise the NVTA funds in Appendix B to reflect construction costs only, not design and construction
- Reformat the column spacing in Appendix B to reveal the FY16 and FY17 totals (cash flow summary)
- Revise project schedule in Appendix A
- Include an Appendix D – Tax Agreement (Bond funded project)

#### ART Buses

- Revised project expenditures in Appendix B to reflect the full \$1M grant amount.

County Manager:

*BMD/GA*

County Attorney:

*[Signature]*

Staff: Jason Friess, Department of Management and Finance

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 013-14-014-1-08 (Blue/Silver Line Mitigation (Four buses))

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1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 013-14-014-1-08.
2. **Suggested motion.** *I move approval of the proposed Standard Project 013-14-014-1-08 (Blue/Silver Line Mitigation (Four buses)), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by Arlington County is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTa Project Number 013-14-014-1-08

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Arlington County, Virginia  
(Recipient Entity)**

NVTA Project Number: 013-14-014-1-08

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and  
Arlington County, Virginia ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2- 4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, Arlington County, Virginia formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed Arlington County, Virginia's application for funding and has approved Arlington County, Virginia's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Arlington County, Virginia, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by Arlington County, Virginia to finance the Project;

WHEREAS, NVTA agrees that Arlington County, Virginia will design and/or construct the Project or perform such other specific work for the Project and Arlington County, Virginia agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the Arlington County, Virginia's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and Arlington County, Virginia's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

Arlington County, Virginia shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAFunds specified on Appendix B to pay any Project cost if the NVTAFunds Act does not permit such Project cost to be paid with NVTAFunds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAFunds will provide funding for such multiple phases (as set forth on Appendix B), NVTAFunds may not provide funding to Arlington County, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where Arlington County, Virginia seeks to advance a Project to the next phase using NVTAFunds, Arlington County, Virginia shall submit a written request to NVTAFunds's Executive Director explaining the need for NVTAFunds's funding of an advanced phase. NVTAFunds's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAFunds's current and projected cash flow position and make a recommendation to NVTAFunds whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Arlington County, Virginia from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, Arlington County, Virginia further recognizes that NVTa's reimbursement to Arlington County, Virginia for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Arlington County, Virginia shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, Arlington County, Virginia can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of Arlington County, Virginia.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. Arlington County, Virginia understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. Arlington County, Virginia shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTA approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTA no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTA Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to Arlington County, Virginia 's Project: a) Prior to any NVTA funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTA member localities; b) any such funds released by NVTA for such project will be in addition to the funds that the NVTA member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTA until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTA.
11. Should Arlington County, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Arlington County, Virginia shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Arlington County, Virginia 's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia and provide copies of any such financial records to NVTA, free of charge, upon request.



13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Arlington County, Virginia; and provide to NVTA copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTA for all NVTA funds (with interest earned at the rate earned by NVTA) that Arlington County, Virginia misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTA Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTA and its Bond Trustee or require that all Arlington County, Virginia's contractors name NVTA or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of Arlington County, Virginia for the Project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTA that Arlington County, Virginia may use NVTA funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTA's in-house legal counsel) in connection with the work performed under this Agreement Arlington County, Virginia so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTA, that upon final payment to all contractors for the Project, Arlington County, Virginia will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTA be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Arlington County, Virginia.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if Arlington County, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Arlington County, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Arlington County, Virginia is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Arlington County, Virginia is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that Arlington County, Virginia will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that Arlington County, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Arlington County, Virginia the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by Arlington County, Virginia for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all Arlington County, Virginia's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from Arlington County, Virginia. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify Arlington County, Virginia in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of Arlington County, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Arlington County, Virginia 's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of Arlington County, Virginia 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that Arlington County, Virginia has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise Arlington County, Virginia 's designated representative in writing. Arlington County, Virginia will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Arlington County, Virginia 's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that Arlington County, Virginia has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from Arlington County, Virginia of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Arlington County, Virginia . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to Arlington County, Virginia to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. Arlington County, Virginia may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Arlington County, Virginia to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, Arlington County, Virginia shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from Arlington County, Virginia's material breach of this Agreement. If so terminated, Arlington County, Virginia shall refund to NVTAs all funds NVTAs provided to Arlington County, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide Arlington County, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Arlington County, Virginia may

request that NVTa excuse Arlington County, Virginia from refunding all funds NVTa provided to Arlington County, Virginia for the Project based upon Arlington County, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse Arlington County, Virginia from refunding all or a portion of the funds NVTa provided to Arlington County, Virginia for the Project. No such request to be excused from refunding will be allowed where Arlington County, Virginia has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Arlington County, Virginia will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and Arlington County, Virginia's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to Arlington County, Virginia's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

Arlington County, Virginia agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that Arlington County, Virginia fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Arlington County, Virginia shall refund to NVTA with interest at the rate earned by NVTA the amount attributable to NVTA's proportionate financial interest in the value of said Project Asset. If Arlington County, Virginia refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Arlington County, Virginia by pursuit of any remedies available to NVTA, including but not limited to NVTA's withholding of commensurate amounts from future distributions of NVTA funds to Arlington County, Virginia.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTA pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTA Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTA Fund are subject to appropriation by the General Assembly and (ii) NVTA's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTA Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTA, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to Arlington County, Virginia, to the attention of County Manager  
2100 Clarendon Blvd, Suite 302  
Arlington, Virginia 22201 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

Arlington County, Virginia represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.



O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Arlington County, Virginia \_\_\_\_\_ (Name of Recipient Entity)

By: Barbara M. Donnell

Date: 12/2/14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Blue/Silver Line Mitigation (Four buses)

Recipient Entity: Arlington County

Recipient Entity/Project Manager Contact Information:

Steve Yaffe, [syaffee@arlingtonva.us](mailto:syaffee@arlingtonva.us), 703-228-3690

NVT A Program Coordinator Contact information:

Keith Jasper, [Keith.Jasper@thenovaauthority.org](mailto:Keith.Jasper@thenovaauthority.org), 703-642-4652

<b>Project Scope</b>
ART 43 Crystal City – Rosslyn – Court House Route was initiated on March 31, 2014 to provide peak period service. Two additional buses were assigned to this route.

<b>Detailed Scope of Services</b>
Arlington Transit is using the four new ARBOC buses on the ART 53, as planned. Two of the buses split an all-day assignment and the other two have peak-period splits. Instead of expanding the ART 42 service as planned, the ART 43 peak period service was created to connect Court House, Rosslyn, and Crystal City Metro stations with Crystal City VRE station. It began on March 31, 2014. After continued route analysis, ART chose to create the ART 43 instead of extending the ART 42 because the ART 43 offers a superior travel time and the County identified the Rosslyn/Courthouse connection to Crystal City as more needed than the Ballston connection. This service provides more trips and more frequent service than the ART 42 alternative.



# Project Description Form — 8A

## Basic Project Information

**1. Submitting Agency:**

Arlington County

**2. Project Title:** Blue/Silver Line Mitigation

(Four buses)

**3. Project Type:**

☐ Roadway ☐ Multimodal ☒ Transit

**4. Project Description/Scope:** Purchase four Arlington Transit (ART) buses in FY 2014. This is a short-term measure to moderately increase ART's north-south bus capacity within Arlington to coincide with the opening of the Silver Line. These four 19-passenger body-on-chassis vehicles would be used in North Arlington service, allowing reassignment of heavy-duty 25-passenger buses to connect Crystal City and the Rosslyn-Ballston corridor.

The ART 42 Ballston-Pentagon Route would be extended to serve Pentagon City and Crystal City during peak periods. Two additional buses would be assigned to this route.

**5. Route (if applicable)/Corridor:**

Corridors 1, 6, and 8

**6. Total Project Cost:** \$1,000,000

(Capital-only)

**7. Total Funds Required:** \$1,000,000

(Capital-only)



**8. Phase/s of Project Covered by**

**Funding:** Bus Purchase, Development of marketing materials and associated transit technology, and Initiation of service.

**9. Project Milestones (by phase, include all phases):**

- Complete procurement: August 31, 2013
- Development of new ART 42 Timetable: September 27, 2013
- Development of Marketing Material and Approach: October 25, 2014
- Bus Delivery: February 15, 2014
- Buses Accepted for Revenue Service: March 1, 2014
- Initiation of new ART 42 Service: March 3, 2014

**10. In TransAction 2040 plan?**

☒ Yes ☐ No

**11. In CLRP, TIP or Air Quality Neutral?**

Yes. CLRP, STIP ID # 94423

**12. Leverages Sources:**

☐ Local ☒ State ☐ Federal  
☐ Other (please explain)

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

## Stated Benefits

---

1. **What regional benefit/s does this project offer?** Extending the ART 42 to Crystal City Metro and nearby Virginia Regional Express (VRE) station will enable commuters from four rail lines to transfer to a bus route to destinations in Clarendon, Virginia Square and Ballston at an estimated peak frequency of 16 minutes. This is a short-term measure to moderately increase ART's north-south bus capacity within Arlington to coincide with the opening of the Silver Line. Staff will evaluate the utility of this service to see if the ART 42 meets the need, or whether another service strategy should be used.

The four rail lines are the Metrorail Yellow line to Huntington, with bus connections at that end to the Richmond Highway corridor in Fairfax County; the Metrorail Blue line to Franconia Springfield with bus connections in the Springfield, Franconia and Rose Hill neighborhoods; the VRE Manassas line which also serves central Fairfax County; and the VRE Fredericksburg line which also serves commuters from Quantico, Dumfries, Stafford County and Spotsylvania Counties.

The ART 45 serves commuters who walk or transfer from Metrobus 16-line service, with a catchment area along Columbia Pike to Annandale, to jobs in Rosslyn. Those commuters formerly transferred to Metrorail's Blue Line at Pentagon City or Pentagon Metro. Addition of a fourth peak period ART 45 bus will increase capacity to absorb more passengers – the other three buses already have standing peak period passenger loads.

2. **How does the project reduce congestion?** Metrorail's Blue Line provided a direct connection for residents living in the corridor from Pentagon City to Springfield and by transfer to Fredericksburg and Manassas to jobs in Rosslyn, Foggy Bottom, and Farragut Square. Residents in the Orange Line Corridor transferred to the Blue Line to reach jobs in Pentagon City and Crystal City. The current reduction in Blue Line service from 6 minute peak frequency to 9 minutes has already resulted in reduced Metrorail ridership and diversion of trips to single-occupancy automobiles. The further reduction to 12-minute frequencies will raise traffic congestion, unless a viable transit alternative is available to people. Extending the ART 42 to Crystal City will provide that direct connection from the Blue Line and VRE to employment in Ballston. The connection to Rosslyn is already served by the Metrobus 9E/10E service.
3. **How does the project increase capacity?** (*Mass transit projects only*) The ART 42 will be the first direct transit connection between Crystal City and Ballston. The ART 45 will increase peak period capacity.
4. **How does the project improve auto and pedestrian safety?** Passengers in buses mean fewer cars on the roads and potentially fewer vehicle collisions.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A

## 6. Project Picture/Illustratives



**APPENDIX B-PROJECT BUDGET & CASH FLOW**

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: Blue / Silver Line Mitigation (ART Fleet Expansion) Purchase 4 ART Buses  
 Recipient Entity: Arlington County, Virginia  
 Project Contact Information: Steve Yaffe, Syaffe@arlingtonva.us, 703-228-3690

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions	845,524	845,524				
Other	\$ 154,476	\$ 154,476				
<b>Total Actual Cost</b>	<b>\$ 1,000,000.00</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions	845,524									
Other	154,476									
<b>Total Actual Cost</b>	<b>1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November	\$ 1,000,000									
December										
January										
February										
March										
April										
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement

Recipient Entity Official

Signature: [Signature]  
 Title: Director of Transportation, Arlington County  
 Date: 6/11/14  
 Print name of person signing: DEAN M. DEAN

Northern Virginia Transportation Authority

Signature: \_\_\_\_\_  
 NVTA Executive Director  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Print name of person signing: \_\_\_\_\_



HOPE HALLECK  
CLERK TO THE  
COUNTY BOARD

**ARLINGTON COUNTY, VIRGINIA**  
**OFFICE OF THE COUNTY BOARD**

2100 CLARENDON BOULEVARD, SUITE 300  
ARLINGTON, VIRGINIA 22201-5406  
(703) 228-3130 • Fax (703) 228-7430  
E-MAIL: countyboard@arlingtonva.us



**MEMBERS**

JAY FISETTE  
CHAIR  
MARY HYNES  
VICE CHAIR

LIBBY GARVEY  
J. WALTER TEJADA  
JOHN E. VIHSTADT

**CERTIFICATION**

I hereby certify that at its September 20, 2014 Regular Meeting, on a consent motion by Mr. Tejada, seconded by Mr. Vihstadt and carried by a vote of 4 to 0, the voting recorded as follows: Mr. Fisetite - Aye, Ms. Garvey - Aye, Mr. Tejada - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the "C.M.

**RECOMMENDATIONS:** in the attached County Manager's report dated September 11, 2014, and supplemental report dated September 19, 2014 "SUBJECT: Fiscal Year 2014 Northern Virginia Transportation Authority ("NVTa") Standard Project Agreements for Funding and Administration ("Agreements")

Given under my hand this 22<sup>nd</sup> day of September 2014.

Hope L. Halleck, Clerk  
Arlington County Board

[SEAL]



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of September 20, 2014

**DATE:** September 11, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority ("NVTA") Standard Project Agreements for Funding and Administration ("Agreements")

#### **C. M. RECOMMENDATION:**

1. Approve four project Agreements between the County Board of Arlington and NVTA for the use of regional funding for projects in the County's Capital Improvement Plan.
2. Authorize the County Manager to execute said Agreements, subject to approval of the Agreements as to form by the County Attorney

**ISSUES:** This is a request to execute the project Agreements between the County Board of Arlington and NVTA for use of regional transportation funds on projects previously endorsed by the Board and approved for funding by NVTA.

**SUMMARY:** On July 16, 2013, the County Board ratified four (4) Arlington projects proposed for NVTA Fiscal Year 2014 HB 2313 70 percent regional transportation funds. On July 24, 2013, the NVTA approved a Fiscal Year 2014 regional multimodal project list totaling nearly \$210 million. Projects selected went through a rigorous selection screening process that gave priority to projects that provided the greatest congestion reduction relative to cost. The final list of 33 projects includes \$18,835,000 for the four (4) Arlington County projects submitted for consideration by the Authority for the regional transportation funds. The list of projects submitted and subsequently approved for Fiscal Year 2014 funding is as follows:

- Columbia Pike Multimodal Street Improvements: West End Realignment (\$12,000,000)
- Boundary Channel Drive Interchange (\$4,335,000)
- Silver/Blue Line Mitigation (ART Fleet Expansion) (\$1,000,000)
- Crystal City Multimodal Center (\$1,500,000)

County Manager:

*BMD/mjs*

County Attorney:

*[Signature]*

Staff: Jason Friess, Department of Management & Finance

35.



Prior to receiving funding, the County must enter into individual project agreements with NVTa outlining the terms and conditions for the 70 percent regional transportation funding which is largely based on the legislation adopted in HB 2313 as well as other requirements set forth by NVTa, including insurance and record keeping requirements. These project agreement forms were not finalized by NVTa until March 13, 2014, at which time they were available for jurisdictions to complete and submit for approval of the FY 2014 projects. Attachments A - D include the Standard Project Agreements to be executed for each of the four approved projects.

**BACKGROUND:** The 2013 Virginia General Assembly enacted legislation (House Bill 2313) that raises new transportation revenues for Northern Virginia through a series of state imposed regional taxes and fees. The new law imposes an additional .07 percent to the state Sales and Use Tax, a 2 percent increase in the Transient Occupancy Tax (hotel tax), and a 0.15 per \$100 valuation increase to the Grantor's tax (Congestion Relief Fee) in Northern Virginia. These new revenues will generate approximately \$300 million annually. Revenues will be collected by the state and distributed to the Northern Virginia Transportation Authority (NVTa). Of these revenues, 70 percent ("Regional Funds") will be retained by NVTa to fund regional transportation projects, including mass transit capital projects that increase capacity; or transportation projects contained in the region's long-range transportation plan and, with the exception of those Regional Funds received in Fiscal Year 2014, that have been rated by the Virginia Department of Transportation (VDOT).

To facilitate the implementation of these projects, NVTa's Financial Working Group and the Council of Counsels have developed an agreement to govern the terms and conditions associated with the funding the Authority has agreed to provide to these regional projects and to ensure that the requirements of HB 2313 are met. In general, the agreement is based on the requirements of HB 2313, but it also includes practical provisions associated with the implementation of the law and standard contract language.

The major provisions of the agreement are:

Each recipient will:

- not advance a project to the next phase until the current phase is complete; however, recipients can submit a written request to advance funding for a future phase of a project under certain circumstances. Such requests will be considered by the Authority's Executive Director, based on the circumstances and after evaluating the Authority's cash flow position. The agreement does not prevent a recipient from advance funding a phase of a projects and later seeking reimbursement consistent with the Authority's cash flow;
- update project cash flow requirements periodically using forms provided as attachments to the agreement;
- notify the Authority's Executive Director of any additional project costs resulting from unanticipated circumstances. The Authority will decide whether to fund these additional costs or not, but only in accordance with the Authority's project selection process;
- release or return any unexpended funds to the Authority no later than 90 days following final payment to contractors;

- acknowledge the requirements of the Authority's Resolution 1408, if applicable, which directs that prior to the Authority's release of funds that may be part of a larger project being undertaken by an extra-territorial funding partner, all extra-territorial partners must commit to pay their appropriate, respective, proportionate shares of the project costs commensurate with the benefits to each on a basis agreed upon by the Authority's member localities; any Authority funds will be in addition to the funds that member localities are to receive from the extra-territorial funding partner for the project; and no Authority funding will be released for the project until other extra-territorial partners commit to fund their appropriate, respective, proportionate share of the project;
- reimburse the Authority (with interest) for any funds misapplied or not used in accordance with the statutes governing the Authority's revenues;
- certify that it will use the project for its intended purpose for the duration of its useful life or reimburse the authority for the residual value of the asset (equipment) based on its depreciated value;

The Authority will:

- provide funding for the project on a reimbursement basis, as outlined in the Project Agreement, Project Budget and Cash Flow as original or subsequently approved;
- assign a project coordinator to monitor the project to ensure compliance with the Agreement and review payment requisitions;
- make project payments within 20 days, if the payment requisition is sufficient;
- notify recipient of reasons a payment requisition is declined;
- consider additional payment requests recommended by the Executive Director and the Finance Committee;
- conduct periodic reviews of the project to ensure that it remains in compliance with the agreed upon project scope;
- advise the recipient in writing of any misused or misapplied funding and make recommendations to the Finance Committee, if the issue(s) is not resolved, and withhold additional funding for the project until final resolution of the matter.
- secure reimbursement (with interest) of any misused or misapplied funding;
- make guidelines available to assist with complying with the terms of the Agreement;
- retain records for time periods required by the Virginia Public Records Act and other applicable laws.

The agreement also:

- provides for termination by either party for cause;
- contains a dispute resolution clause;
- contains other standard language regarding notices, assignment, modification, sovereign immunity, governing law and other provisions.

**FISCAL IMPACT:** These funds were included in the County's Adopted FY 2015 – FY 2024 Capital Improvement Plan. Approving these project agreements ensures the full funding of the four projects receiving regional funds.



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of September 20, 2014

### SUPPLEMENTAL REPORT

**DATE:** September 19, 2014

**SUBJECT:** Fiscal Year 2014 Northern Virginia Transportation Authority (NVTa) Standard Project Agreements for Funding and Administration (Agreements).

**DISCUSSION:** The appendices included in each Agreement (Attachments A-D) have been updated per recommendations from NVTa. A summary of the changes is below.

#### Columbia Pike

- Revise the NVTa funds in Appendix B to reflect construction costs only, not design and construction

#### Crystal City Multimodal

- Change the cashflow for NVTa reimbursement to begin in November (Originally July)

#### Boundary Channel

- Revise the NVTa funds in Appendix B to reflect construction costs only, not design and construction
- Reformat the column spacing in Appendix B to reveal the FY16 and FY17 totals (cash flow summary)
- Revise project schedule in Appendix A
- Include an Appendix D – Tax Agreement (Bond funded project)

#### ART Buses

- Revised project expenditures in Appendix B to reflect the full \$1M grant amount.

County Manager:

*BMD/GA*

County Attorney:

*GA*

Staff: Jason Friess, Department of Management and Finance

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 600-14-018-2-06 (Chain Bridge Road  
Widening/Improvements from Route 29/50 to Eaton Place.)

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**1. Recommendation.** Approval of attached Standard Project Agreement (SPA) 600-14-018-2-06.

**2. Suggested motion.** *I move approval of the proposed Standard Project 600-14-018-2-06 (Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place), in accordance with NVTa's approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*

**3. Background.**

- a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
- b. FY2014 Bond funding was also approved on July 24, 2013 and is available for the project.
- c. The attached SPA presented by the City of Fairfax is consistent with the project previously approved by the Authority.
- d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTa Project Number 600-14-018-2-06

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
The City of Fairfax  
(Recipient Entity)**

NVTA Project Number: 600-14-018-2-06

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, as between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ The City of Fairfax ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2-4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, The City of Fairfax formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed The City of Fairfax's application for funding and has approved The City of Fairfax's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by The City of Fairfax, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by The City of Fairfax to finance the Project;

WHEREAS, NVTA agrees that The City of Fairfax will design and/or construct the Project or perform such other specific work for the Project and The City of Fairfax agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the The City of Fairfax's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and The City of Fairfax's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

The City of Fairfax shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAF funds specified on Appendix B to pay any Project cost if the NVTAF Act does not permit such Project cost to be paid with NVTAF funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAF will provide funding for such multiple phases (as set forth on Appendix B), NVTAF may not provide funding to The City of Fairfax to advance the Project to the next phase until the current phase is completed. In any circumstance where The City of Fairfax seeks to advance a Project to the next phase using NVTAF funds, The City of Fairfax shall submit a written request to NVTAF's Executive Director explaining the need for NVTAF's funding of an advanced phase. NVTAF's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAF's current and projected cash flow position and make a recommendation to NVTAF whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit The City of Fairfax from providing its own funds to



advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, The City of Fairfax further recognizes that NVTa's reimbursement to The City of Fairfax for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. The City of Fairfax shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, The City of Fairfax can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of The City of Fairfax.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. The City of Fairfax understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. The City of Fairfax shall timely provide to NVTa a

complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to The City of Fairfax's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should The City of Fairfax be required to provide matching funds in order to proceed or complete the funding necessary for the Project, The City of Fairfax shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by The City of Fairfax's governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern The City of Fairfax; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that The City of Fairfax misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all The City of Fairfax's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of The City of Fairfax for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that The City of Fairfax may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement The City of Fairfax so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, The City of Fairfax will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern The City of Fairfax.

19. Acknowledge that if the Project is being funded in whole or in part by NVTA Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if The City of Fairfax expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that The City of Fairfax agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that The City of Fairfax is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if The City of Fairfax is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that The City of Fairfax will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final payment to the contractors that The City of Fairfax adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to The City of Fairfax the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by           The City of Fairfax           for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all           The City of Fairfax          's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from           The City of Fairfax          . If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify           The City of Fairfax           in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of           The City of Fairfax           that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all The City of Fairfax's supplemental requests for funding from NVTa under Paragraphs A.5 and A.8 of this Agreement to NVTa's Executive Director. NVTa's Executive Director will initially review those requests and all supporting documentation with NVTa's CFO. After such initial review, NVTa's Executive Director will make a recommendation to NVTa's Finance Committee for its independent consideration and review. NVTa's Finance Committee will thereafter make a recommendation on any such request to NVTa for final determination by NVTa.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTa Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of The City of Fairfax's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTa's review of any payment requisition or of any NVTa compliance review, NVTa staff determines that The City of Fairfax has misused or misapplied any NVTa funds in derogation of this Agreement or in contravention of the NVTa Act, Chapter 766 or applicable law, NVTa staff will promptly advise NVTa's Executive Director and will advise The City of Fairfax's designated representative in writing. The City of Fairfax will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review The City of Fairfax's response and make a recommendation to NVTa's Finance Committee. NVTa's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTa. Pending final resolution of the matter, NVTa will withhold further funding on the Project. If NVTa makes a final determination that The City of Fairfax has misused or misapplied funds in contravention of this Agreement, the NVTa Act, Chapter 766, or other applicable law, NVTa will cease further funding for the Project and will seek reimbursement from The City of Fairfax of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by The City of Fairfax. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to The City of Fairfax to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. The City of Fairfax may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by The City of Fairfax to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, The City of Fairfax shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from The City of Fairfax's material breach of this Agreement. If so terminated, The City of Fairfax shall refund to NVTA all funds NVTA provided to The City of Fairfax for the Project (including interest earned at the rate earned by NVTA). NVTA will provide The City of Fairfax with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, The City of Fairfax may

request that NVTA excuse \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ from refunding all funds NVTA provided to \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ for the Project based upon \_\_\_\_\_ The City of Fairfax \_\_\_\_\_'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ from refunding all or a portion of the funds NVTA provided to \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ for the Project. No such request to be excused from refunding will be allowed where \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ has either misused or misapplied NVTA funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, \_\_\_\_\_ The City of Fairfax \_\_\_\_\_ will release or return to NVTA all unexpended NVTA funds with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and \_\_\_\_\_ The City of Fairfax \_\_\_\_\_'s Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to \_\_\_\_\_ The City of Fairfax \_\_\_\_\_'s governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Financial Interest in Project Assets

\_\_\_\_\_ The City of Fairfax \_\_\_\_\_ agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTA shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTA under this



Agreement. In the event that The City of Fairfax fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, The City of Fairfax shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If The City of Fairfax refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from The City of Fairfax by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to The City of Fairfax.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to The City of Fairfax, to the attention of Robert Sisson  
10455 Armstrong Street  
Fairfax, VA 22030 (address)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

The City of Fairfax \_\_\_\_\_ represents that it is not acting as a partner or agent of NVTA; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
The City of Fairfax (Name of Recipient Entity)

By: \_\_\_\_\_

Date: 9/24/14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place

Recipient Entity: City of Fairfax

Recipient Entity/Project Manager Contact Information: Wendy Block Sanford (703) 385-7889

NVT A Program Coordinator Contact information:

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVT A Project Description Sheet</b>

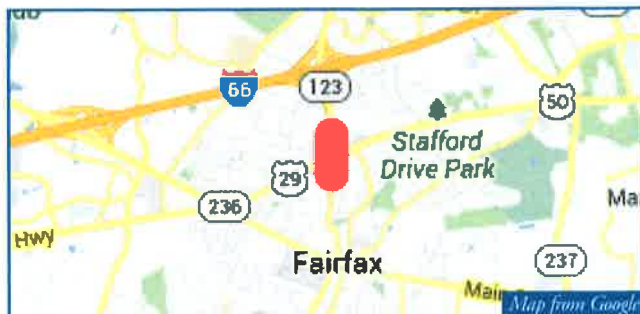
<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVT A Project Description Sheet</b>



# Project Description Form — 6E

## Basic Project Information

1. **Submitting Agency:**  
City of Fairfax
2. **Project Title:** Chain Bridge Road  
Widening/Improvements from Route 29/50  
to Eaton Place
3. **Project Type:**  
☒ Roadway ☐ Multimodal ☐ Transit
4. **Project Description/Scope:** This project will provide road improvements on Chain Bridge Road (Route 123) from Route 29/50 (Fairfax Blvd.) to Eaton Place. The project will widen Route 123 (Chain Bridge Road) to six lanes from Route 29/50 to Eaton Place, improve the geometrics (lane alignments) of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 (Chain Bridge Road) and improve pedestrian accommodations at all legs of the intersection. The project will also make extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.
5. **Route (if applicable)/Corridor:**  
Route 50 / Route 123 / Corridor 6
6. **Total Project Cost:** \$21,000,000
7. **Total Funds Required:** \$5,000,000



8. **Phase/s of Project Covered by Funding:** Design, ROW, Construction
9. **Project Milestones (by phase, include all phases):**
  - Design: Summer/Fall 2013
  - ROW Start: Spring 2014
  - Construction Plans: Spring 2015
  - Advertisement for Construction Bids: Spring 2015
  - Construction Start: Winter 2016
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**  
Yes. CLRP, ID# 1891
12. **Leverages Sources:**  
☒ Local ☒ State ☒ Federal  
☐ Other (please explain)

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 7 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☒ CLRP ☐ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

## Stated Benefits

1. **What regional benefit/s does this project offer?** This intersection in the City of Fairfax provides an important connection in the region between I-66, Route 29/50, and Chain Bridge Road (Route 123). This project will improve both vehicular and pedestrian mobility in the area and eliminate roadway flooding.
2. **How does the project reduce congestion?** The roadway improvements will improve traffic flow as well as both vehicular and pedestrian mobility in the vicinity of Route 123 and Route 29/50.
3. **How does the project increase capacity?** (*Mass transit projects only*) N/A
4. **How does the project improve auto and pedestrian safety?** The project will improve pedestrian accommodations at all legs of the intersection. It will also make extensive culvert improvements to eliminate roadway flooding.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
6. **Project Picture/Illustratives**



## APPENDIX B-PROJECT BUDGET & CASH FLOW

### PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place  
 Recipient Entity: City of Fairfax  
 Project Contact Information: Wendy Block Sanford (703) 385-7889

### PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Engineering	\$ 1,850,000			Federal	\$1,850,000	
Right-of-Way Acquisition	\$ 11,172,334		\$ 5,000,000	Federal/State	\$ 6,172,334	
Construction	\$ 10,469,262			State	\$7,328,000	\$ 3,141,262
Inspection Services	\$ 2,049,581					\$ 2,049,581
<b>Total Estimated Cost</b>	<b>\$ 25,541,177</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$15,350,334</b>	<b>\$ 5,190,843</b>

### FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Engineering										
Right-of-Way Acquisition		5,000,000								
Construction										
Inspection Services										
<b>Total Estimated Cost</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

### FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December										
January		\$ 5,000,000								
February										
March										
April										
May										
June										
<b>Total per Fiscal Year</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Print name of person signing

Northern Virginia Transportation Authority

\_\_\_\_\_  
 Signature  
 NVTA Executive Director  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Print name of person signing



## APPENDIX D

### TAX COVENANTS

The Recipient Entity will not permit more than five percent of the total amount of NVTA Bond Proceeds or the Financed Property to be used directly or indirectly (i) for a Private Business Use or (ii) to make or finance loans to Nongovernmental Persons. Any transaction that is generally characterized as a loan for federal income tax purposes is a "loan" for purposes of this paragraph. In addition, a loan may arise from the direct lending of NVTA Bond Proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed, including any contractual arrangement which in substance transfers tax ownership and/or significant burdens and benefits of ownership.

The Recipient Entity agrees not to requisition or spend NVTA Bond Proceeds for any Project Cost not constituting a Capital Expenditure.

Except as may be described in Appendix B, the Recipient Entity neither has on the date of this Agreement nor expects to have after this date any funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Recipient Entity is receiving NVTA Bond Proceeds.

The Recipient Entity acknowledges that it may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are remitted directly by NVTA to the contractors/vendors or (ii) the Recipient Entity remits payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

"Capital Expenditure" means any cost of a type that is properly chargeable to capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treas. Reg. § 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

"Federal Government" means the government of the United States and its agencies or instrumentalities.

"Financed Property" means the property financed by the NVTA Bond Proceeds.

"General Public Use" means use of Financed Property by a Nongovernmental Person as a member of the general public. Use of Financed Property by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Financed Property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not



engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

"Governmental Person" means any Person that is a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof).

"NVTB Bond Proceeds" means, as used herein, the sale proceeds of any NVTB bonds or other debt instrument and the investment earnings on such proceeds, collectively.

"Nongovernmental Person" mean any Person other than a Governmental Person. For the purposes hereof, the Federal Government is a Nongovernmental Person.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, corporation or partnership or any other entity (including the Federal Government and a Governmental Person).

"Private Business Use" means a use of the NVTB Bond Proceeds directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Financed Property is treated as a Private Business Use of NVTB Bond Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In most cases, however, Private Business Use results from a Nongovernmental Person having special legal entitlements to use the Financed Property under an arrangement with the Recipient Entity. Examples of the types of special legal entitlements resulting in Private Business Use of Proceeds include (i) ownership for federal tax purposes of Financed Property by a Nongovernmental Person and (ii) actual or beneficial use of Financed Property by a Nongovernmental Person pursuant to a lease, a Service Contract, an incentive payment contract or certain other arrangements such as a take-or-pay or other output-type contract. Private Business Use of the Financed Property may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. Any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease for purposes of the Private Business Use analysis. An arrangement that is referred to as a management or Service Contract may nevertheless be treated as a lease, and in determining whether a management or service contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including (i) the degree of control over the property that is exercised by a Nongovernmental Person, and (ii) whether a Nongovernmental Person bears risk of loss of the Financed Property. Private Business Use of Financed Property that is not available for General Public Use may also be established on the basis of a special economic benefit to one or more Nongovernmental Persons even if such Nongovernmental Persons do not have a special legal entitlement to the use of the Financed Property. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Financed Property is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and

(iii) whether the cost of the Financed Property is treated as depreciable by the Nongovernmental Person.

"Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of any Financed Property. For example, a Service Contract includes a contract for the provision of management services for all or any portion of Financed Property. Contracts for services that are solely incidental to the primary governmental function or functions of Financed Property (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not included in this definition. Additional contracts not included in this definition are (i) a contract to provide for services by a Nongovernmental Person in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28, (ii) a contract to provide for services by a Nongovernmental Person if the only compensation is the reimbursement of the Nongovernmental Person for actual and direct expenses paid by the Nongovernmental Person to unrelated parties and (iii) a contract to provide for the operations by a Nongovernmental Person of a facility or system of facilities that consists predominately of public utility property (within the meaning of Section 168(i)(10) of the Code), if the only compensation is the reimbursement of actual and direct expenses of the Nongovernmental Person and reasonable administrative overhead expenses of the Nongovernmental Person.

"Trade or Business" has the meaning set forth in Section 141(b)(6)(B) of the Code, and includes, with respect to any Nongovernmental Person other than a natural person, any activity carried on by such Nongovernmental Person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

**RESOLUTION NO. R-14-59**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE STANDARD PROJECT AGREEMENT WITH THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTa) FOR FY 14 NVTa 70% FUNDING**

**WHEREAS,** In 2013, the General Assembly passed HB 2313, which created a designated funding source for transportation projects through the NVTa. Thirty percent of the funds are distributed back to the jurisdiction; the remaining 70 percent of funds are allocated to regional projects by the NVTa; and

**WHEREAS,** The City's Northfax project was approved for \$5 million in FY 14 funding from the NVTa; and

**WHEREAS,** The City must submit an executed Standard Project Agreement (SPA) to the NVTa in order to obtain these funds. The SPA stipulates the terms and conditions of the project award; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairfax, Virginia that the City Manager is hereby authorized to sign the Standard Project Agreement with the Northern Virginia Transportation Authority for the FY 14 project award.

Adopted this 23<sup>rd</sup> day of September, 2014.



Mayor

ATTEST:

  
City Clerk

The vote on the motion to approve was recorded as follows:

**VOTE:**

Councilman DeMarco	Aye
Councilman Greenfield	Aye
Councilmember Loftus	Aye
Councilman Meyer	Aye
Councilmember Miller	Aye
Councilmember Schmidt	Aye

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 3, 2014

**SUBJECT:** Regional Funding Project 610-14-013-1-01 (Bus Stops Changes, including the provision of shelters and pedestrian wayfinding information and the consolidation of existing stops.)

---

1. **Recommendation.** Approval of attached Standard Project Agreement (SPA) 610-14-013-1-01.
2. **Suggested motion.** *I move approval of the proposed Standard Project 610-14-013-1-01 (Bus Stops Changes, including the provision of shelters and pedestrian wayfinding information and the consolidation of existing stops), in accordance with NVTAs approved Project Description Sheets for each project to be funded as appended to the Standard Project Agreements; and that the Executive Director sign it on behalf of the Authority.*
3. **Background.**
  - a. The Authority previously approved this project for funding using FY 2014 70% regional funds on July 24, 2013.
  - b. FY2014 PayGo funding was also approved on July 24, 2013 and is available for the project.
  - c. The attached SPA presented by the City of Falls Church is consistent with the project previously approved by the Authority.
  - d. The attached SPA has been reviewed by the Council of Counsels, noting that there were no legal issues.

**Attachment:** SPA for NVTAs Project Number 610-14-013-1-01

**Coordination:** Council of Counsels

**Standard Project Agreement for Funding and Administration**  
**between**  
**Northern Virginia Transportation Authority**  
**and**  
City of Falls Church, Virginia  
**(Recipient Entity)**

NVTA Project Number: 610-14-013-1-01

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, as between the Northern Virginia Transportation Authority ("NVTA") and City of Falls Church, Virginia ("Recipient Entity").

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 48.2 of Title 15.2 of the Code of Virginia, as amended;

WHEREAS, Section 15.2-4830(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 15.2-4838.01 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Code Section 15.2- 4838.1;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 15.2-4838.1 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Virginia Code Section 15.2-4838.1;

WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTa Fund and/or from NVTa Bond Proceeds, is located within a locality embraced by NVTa's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTa;

WHEREAS, City of Falls Church, Virginia formally requested that NVTa provide funding to the Project by timely submitting an application for NVTa funding in response to NVTa's call for projects;

WHEREAS, NVTa has reviewed City of Falls Church, Virginia's application for funding and has approved City of Falls Church, Virginia's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by City of Falls Church, Virginia, NVTa has determined that the Project complies with all requirements of the NVTa Act related to the use of moneys identified in Virginia Code Sections 15.2-4838.1.A,C.1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTa described in Appendix B have been duly authorized and directed by City of Falls Church, Virginia to finance the Project;

WHEREAS, NVTa agrees that City of Falls Church, Virginia will design and/or construct the Project or perform such other specific work for the Project and City of Falls Church, Virginia agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in the City of Falls Church, Virginia's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTa's governing body and City of Falls Church, Virginia's governing body have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. Recipient Entity's Obligations

City of Falls Church, Virginia shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Ann. Sections 15.2-4838.1(A) and C(1).
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTAFunds specified on Appendix B to pay any Project cost if the NVTAFunds Act does not permit such Project cost to be paid with NVTAFunds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAFunds will provide funding for such multiple phases (as set forth on Appendix B), NVTAFunds may not provide funding to City of Falls Church, Virginia to advance the Project to the next phase until the current phase is completed. In any circumstance where City of Falls Church, Virginia seeks to advance a Project to the next phase using NVTAFunds, City of Falls Church, Virginia shall submit a written request to NVTAFunds's Executive Director explaining the need for NVTAFunds's funding of an advanced phase. NVTAFunds's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAFunds's current and projected cash flow position and make a recommendation to NVTAFunds whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit City of Falls Church, Virginia from providing its own funds to

advance a future phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, City of Falls Church, Virginia further recognizes that NVTa's reimbursement to City of Falls Church, Virginia for having advance funded a Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. City of Falls Church, Virginia shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, City of Falls Church, Virginia can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of City of Falls Church, Virginia.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. City of Falls Church, Virginia understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. City of Falls Church, Virginia shall timely provide to NVTa a



complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final payment has been made to the contractors.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to City of Falls Church, Virginia 's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should City of Falls Church, Virginia be required to provide matching funds in order to proceed or complete the funding necessary for the Project, City of Falls Church, Virginia shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by City of Falls Church, Virginia s governing body or have been obtained through another, independent funding source;
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern City of Falls Church, Virginia and provide copies of any such financial records to NVTa, free of charge, upon request.

13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern City of Falls Church, Virginia; and provide to NVTa copies of all such drawings and plans free of charge, upon request.
14. Reimburse NVTa for all NVTa funds (with interest earned at the rate earned by NVTa) that City of Falls Church, Virginia misapplied or used in contravention of Sections 15.2-4829 *et. seq.* of the Virginia Code ("the NVTa Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.
15. Name NVTa and its Bond Trustee or require that all City of Falls Church, Virginia 's contractors name NVTa or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of City of Falls Church, Virginia for the Project and present NVTa with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVTa that City of Falls Church, Virginia may use NVTa funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTa's in-house legal counsel) in connection with the work performed under this Agreement City of Falls Church, Virginia so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTa, that upon final payment to all contractors for the Project, City of Falls Church, Virginia will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTa be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern City of Falls Church, Virginia.

19. Acknowledge that if the Project is being funded in whole or in part by NVTB Bond Proceeds, comply with the tax covenants attached as Appendix D.
20. Acknowledge that if City of Falls Church, Virginia expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that City of Falls Church, Virginia agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that City of Falls Church, Virginia is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if City of Falls Church, Virginia is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTB funds and/or NVTB Bond Proceeds that City of Falls Church, Virginia will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTB will not be a party or signatory to that Agreement; nor will NVTB have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTB no later than 90 days after final payment to the contractors that City of Falls Church, Virginia adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to City of Falls Church, Virginia the funding authorized by NVTB for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in

Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTa.

2. Assign a Program Coordinator for the Project. NVTa's Program Coordinator will be responsible for monitoring the Project on behalf of NVTa so as to ensure compliance with this Agreement and all NVTa's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTa's Executive Director and its Chief Financial Officer ("CFO"), all payment requisitions submitted by City of Falls Church, Virginia for the Project. NVTa's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTa's assigned Program Coordinator all City of Falls Church, Virginia's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTa for the Project. After submission to NVTa, NVTa's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTa's Program Coordinator will then make a recommendation to the NVTa's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from City of Falls Church, Virginia. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTa's Program Coordinator will notify City of Falls Church, Virginia in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTa have been corrected. Under no circumstances will NVTa authorize payment for any work performed by or on behalf of City of Falls Church, Virginia that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all City of Falls Church, Virginia 's supplemental requests for funding from NVTVA under Paragraphs A.5 and A.8 of this Agreement to NVTVA's Executive Director. NVTVA's Executive Director will initially review those requests and all supporting documentation with NVTVA's CFO. After such initial review, NVTVA's Executive Director will make a recommendation to NVTVA's Finance Committee for its independent consideration and review. NVTVA's Finance Committee will thereafter make a recommendation on any such request to NVTVA for final determination by NVTVA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTVA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of City of Falls Church, Virginia 's financial records for the Project and on -site inspections.
6. Acknowledge that if, as a result of NVTVA's review of any payment requisition or of any NVTVA compliance review, NVTVA staff determines that City of Falls Church, Virginia has misused or misapplied any NVTVA funds in derogation of this Agreement or in contravention of the NVTVA Act, Chapter 766 or applicable law, NVTVA staff will promptly advise NVTVA's Executive Director and will advise City of Falls Church, Virginia 's designated representative in writing. City of Falls Church, Virginia will thereafter have thirty (30) days to respond in writing to NVTVA's initial findings. NVTVA's staff will review City of Falls Church, Virginia 's response and make a recommendation to NVTVA's Finance Committee. NVTVA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTVA. Pending final resolution of the matter, NVTVA will withhold further funding on the Project. If NVTVA makes a final determination that City of Falls Church, Virginia has misused or misapplied funds in contravention of this Agreement, the NVTVA Act, Chapter 766, or other applicable law, NVTVA will cease further funding for the Project and will seek reimbursement from City of Falls Church, Virginia of all funds previously remitted by NVTVA (with interest earned at the rate earned by NVTVA) which were misapplied or misused by City of Falls Church, Virginia . Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

7. Make guidelines available to City of Falls Church, Virginia to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTAs funds to be provided and allocated to the Project and the amounts of any NVTAs funds to be provided in excess of the amounts specified in Appendix B.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. City of Falls Church, Virginia may terminate this Agreement, for cause, in the event of a material breach by NVTAs of this Agreement. If so terminated, NVTAs shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by City of Falls Church, Virginia to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTAs as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTAs fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTAs. Before initiating any proceedings to terminate under this Paragraph, City of Falls Church, Virginia shall give NVTAs sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTAs an opportunity to investigate and cure any such alleged breach.
3. NVTAs may terminate this Agreement, for cause, resulting from City of Falls Church, Virginia's material breach of this Agreement. If so terminated, City of Falls Church, Virginia shall refund to NVTAs all funds NVTAs provided to City of Falls Church, Virginia for the Project (including interest earned at the rate earned by NVTAs). NVTAs will provide City of Falls Church, Virginia with sixty (60) days written notice that NVTAs is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, City of Falls Church, Virginia may

request that NVTa excuse City of Falls Church, Virginia from refunding all funds NVTa provided to City of Falls Church, Virginia for the Project based upon City of Falls Church, Virginia's substantial completion of the Project or severable portions thereof; and NVTa may, in its sole discretion, excuse City of Falls Church, Virginia from refunding all or a portion of the funds NVTa provided to City of Falls Church, Virginia for the Project. No such request to be excused from refunding will be allowed where City of Falls Church, Virginia has either misused or misapplied NVTa funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, City of Falls Church, Virginia will release or return to NVTa all unexpended NVTa funds with interest earned at the rate earned by NVTa no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTa's Executive Director and City of Falls Church, Virginia's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTa and to City of Falls Church, Virginia's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTa's Financial Interest in Project Assets

City of Falls Church, Virginia agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTa under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. NVTa shall retain a financial interest in the value of each of the of the Project Assets, whether any such Project Asset may have depreciated or appreciated, throughout its respective useful life proportionate to the amount of the cost of the Project Asset funded by NVTa under this

Agreement. In the event that City of Falls Church, Virginia fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, City of Falls Church, Virginia shall refund to NVTa with interest at the rate earned by NVTa the amount attributable to NVTa's proportionate financial interest in the value of said Project Asset. If City of Falls Church, Virginia refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from City of Falls Church, Virginia by pursuit of any remedies available to NVTa, including but not limited to NVTa's withholding of commensurate amounts from future distributions of NVTa funds to City of Falls Church, Virginia.

F. Appropriations Requirements

1. Nothing herein shall require or obligate any party to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by their respective governing bodies.
2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to City of Falls Church, Virginia, to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)



H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

City of Falls Church, Virginia represents that it is not acting as a partner or agent of NVTB; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Falls Church, Virginia (Name of Recipient Entity)

By: Walter Smith

Date: 9-18-14

## **Appendix A –Narrative Description of Project**

### ***Attach- Approved NVT A Project Description Sheet***

NVT A Project Title: Bus Stop Changes, including the provision of shelters and pedestrian wayfinding information and the consolidation of existing stops.

Recipient Entity: City of Falls Church

Recipient Entity/Project Manager Contact Information: Paul Stoddard [pstoddard@fallschurchva.gov](mailto:pstoddard@fallschurchva.gov)  
703.248.5041

NVT A Program Coordinator Contact information:

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVT A Project Description Sheet</b>

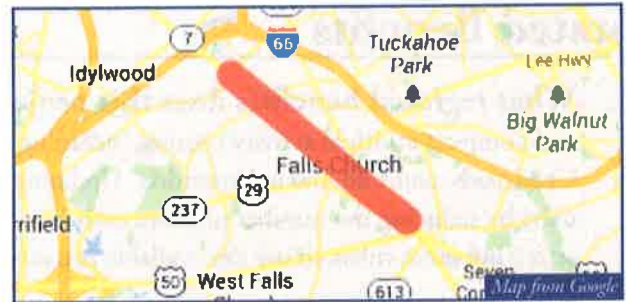
<b>Detailed Scope of Services</b>
<p><b>Minor changes to the project schedule are expected form the originally submitted project sheet. The new project schedule is as follows:</b></p> <p><b>Master Plan Complete: Fiscal Year 2014</b> <b>Engineering Complete: Fiscal Year 2015</b> <b>ROW Complete: Fiscal Year 2015</b> <b>Construction Start: Fiscal Year 2015</b> <b>Construction Complete: Fiscal Year 2015</b></p>



# Project Description Form — 1J

## Basic Project Information

1. **Submitting Agency:**  
City of Falls Church
2. **Project Title:** Bus Stops Changes, including the provision of shelters and pedestrian wayfinding information and the consolidation of existing stops.
3. **Project Type:**  
☐ Roadway ☒ Multimodal ☒ Transit
4. **Project Description/Scope:**  
 The project includes design, ROW acquisition, and construction for bus stop changes in the City of Falls Church along Route 7. The project will develop a plan for consolidating existing stops. The stop consolidation will bring bus stop spacing into alignment with current best practices thereby improving bus performance. The stop consolidation will also focus on placing bus stops near intersections with traffic signals to improve rider safety. The project will also provide pedestrian wayfinding information at bus stops to provide riders and pedestrians alike with more information about the surrounding area and to help them navigate the City. The project will also provide bus shelters along Route 7. Currently, the majority of stops lack shelters and as such do not attract potential transit riders to the regional Metrobus system.
5. **Route (if applicable)/Corridor:**  
Route 7 / Corridor 1
6. **Total Project Cost:** \$350,000



7. **Total Funds Required:** \$200,000
8. **Phase/s of Project Covered by Funding:** Design \$20,000, ROW \$30,000, Construction \$150,000
9. **Project Milestones (by phase, include all phases):**
  - Design Start: FY 2014
  - Design Complete: FY 2014
  - ROW Start: FY 2015
  - ROW Complete: FY 2015
  - Construction Start: FY 2016
  - Construction Complete: FY 2016
10. **In TransAction 2040 plan?**  
☒ Yes ☐ No  
 Technical Report Page # 4 – 12  
 This project supports the addition of high-capacity transit long VA 7 from Tysons Corner to Bailey's Crossroads. Proper stop spacing and sufficient stop infrastructure are important parts of high-capacity transit. Without proper spacing transit service either stops too often thereby slowing travel times, or does not stop enough thereby failing to serve as many trips as possible. Shelters and other stop infrastructure are important for advertising transit service and attracting riders to the system.

## PROJECT ANALYSIS

**Tier I** ☒ Pass ☐ Fail

**Tier II** 6 out of 8 points

**Tier III Congestion Reduction Relative to Cost:**

**Plan** ☐ CLRP ☒ TA2040 only **Rating** ☐ High ☒ Med ☐ Low

**11. In CLRP, TIP or Air Quality Neutral?**

Yes, Air Quality Neutral.

**12. Leverages Sources:** ☐ Local ☒ State

☒ Federal ☐ Other (please explain)

## Stated Benefits

1. **What regional benefit/s does this project offer?** The Route 7 Corridor is heavily traveled and connects multiple activity centers, including Tysons corner, Falls Church, Seven Corners, Baileys Crossroads, and Old Town Alexandria. Updating the stop spacing will help speed up travel for all road users by reducing the number of times each bus stops. Providing bus shelters will decrease congestion by attracting more riders to use the available bus service.
2. **How does the project reduce congestion?** Improved amenities, such as bus shelters, attract additional transit riders. This project will reduce congestion by attracting more travelers to use transit. Each additional bus rider is a car moved off the road. This is an important means of reducing congestion along Route 7 in the City of Falls Church where the roadway cannot be further widened.
3. **How does the project increase capacity?** (*Mass transit projects only*) Additional shelters and wayfinding information will make existing and future transit service accessible to more people, thereby increasing the capacity of the service in terms of the number of potential riders.
4. **How does the project improve auto and pedestrian safety?** As part of consolidating the existing stops, stops will be positioned closer to intersections with traffic signals. These signals will allow bus riders to more safely cross the street when walking to and from the bus stops. Crossing at controlled intersections is especially important given the high volume of automobile traffic present on Route 7.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
6. **Project Picture/Illustratives**



Figure 1: Example Existing Stop without Shelter



Figure 2: Example Stop with Proposed Shelter



# APPENDIX B-PROJECT BUDGET & CASH FLOW

## PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Bus Stop Changes, including the provision of shelters and pedestrian wayfinding information and the consolidation of existing stops  
 Recipient Entity: City of Falls Church  
 Project Contact Information: Paul Stoddard pstoddard@fallschurchva.gov 703.248.5041

## PROJECT COSTS & FUNDING SOURCE

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering	\$ 159,996.00					
Environmental Work						
Right-of-Way Acquisition	\$ 23,004.00					
Construction	\$ 240,000.00					
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	<b>\$ 423,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Total Cost \$423,000  
 DRPT Funding \$143,820  
 NVTA 70% Funding \$200,000  
 NVTA 30% Funding \$79,180

## FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering	75,648.23									
Environmental Work										
Right-of-Way Acquisition	10,876.60									
Construction	113,475.18									
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

## FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August	\$ 18,912.06									
September	\$ 18,912.06									
October	\$ 18,912.06									
November	\$ 18,912.06									
December	\$ 3,625.53									
January	\$ 3,625.53									
February	\$ 3,625.53									
March	\$ 28,368.79									
April	\$ 28,368.79									
May	\$ 28,368.79									
June	\$ 28,368.79									
<b>Total per Fiscal Year</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please Note: If additional years are needed, please submit a separate form with additional columns

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official  
 Signature Wyatt Shiglas  
 Title 9-24-14  
 Date WYATT SHIGLAS  
 Print name of person signing

Northern Virginia Transportation Authority  
 Signature \_\_\_\_\_  
 NVTA Executive Director  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Print name of person signing

## DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_  
 NVTA Project Number: \_\_\_\_\_

Request Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

Cost Category	NVTA Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
Other (please explain)	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

#### Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by NVTA
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

#### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
2. Column C- Please list the invoice number as it appears on the Invoice
3. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
4. Column E- Please enter the dollar amount listed on the invoice.
5. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

## **LEGISLATIVE UPDATE**

### **Actions of the City Council for September 8, 2014**

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The following legislation was considered and acted upon by the City Council of the City of Falls Church. Copies of legislation are available from City Clerk Celeste Heath, [cityclerk@fallschurchva.gov](mailto:cityclerk@fallschurchva.gov) or 703-248-5014.

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#### **Legislation**

- (1) **(TO14-27)** ORDINANCE TO AMEND CHAPTER 35 "STORMWATER," ARTICLE I "STORMWATER MANAGEMENT" OF THE FALLS CHURCH CITY CODE

- **Motion to adopt (TO14-27) PASSED on roll call vote, unanimously 7-0. (Ord. 1928)**

#### **Consent Calendar**

- (1) APPROVAL OF THE FY 2015 AND FY 2016 PERFORMANCE CONTRACT BETWEEN THE FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD AND THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
- (2) AUTHORIZE THE EXPENDITURE OF UP TO \$275,000 ANNUALLY FOR THE PURCHASE OF UNLEADED FUEL PER AN EXISTING CONTRACT WITH JAMES RIVER SOLUTIONS, LLC AND AUTHORIZE THE CITY MANAGER TO ANNUALLY RENEW THE CONTRACT ON BEHALF OF THE CITY, SUBJECT TO THE ANNUAL APPROPRIATION OF FUNDS BY CITY COUNCIL
- (3) AUTHORIZE THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, PROJECT AGREEMENTS FOR NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) FUNDED PROJECT
- (4) **(TR14-35)** RESOLUTION APPOINTING CITY COUNCIL MEMBER KAREN OLIVER TO THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) PLANNING COORDINATION ADVISORY COMMITTEE (PCAC) FOR CALENDAR YEAR 2014 **(Res. 2014-27)**

- **MOTION TO APPROVE CONSENT ITEMS PASSED unanimously 7-0.**

**Other Business** – None.



**Approval of Minutes –**

(1) March 24, 2014

- **Minutes were APPROVED unanimously on voice vote as revised.**

**Adjournment**

Upon proper motion and unanimous voice vote, the meeting was ADJOURNED at 8:46 p.m.

**Check List**

	<b>Legislation</b>	<b>Done</b>
Agendas-Notices-Legislative Updates	Ord. 1928 Res. 2014-27	
Update Code Book	Ord. 1928	

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request.  
Call 703 248-5014 (TTY 711).

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Scott York, Chair Finance Committee

**DATE:** October 3, 2014

**SUBJECT:** Agreement Between NVTa and the Arlington County Treasurer's Office Related to Transaction Assistance

---

1. **Purpose.** The proposed agreement between the Authority and the Arlington County Treasurer's Office will allow continued interagency cooperation related to completing large funds transfers in a safe, timely and efficient manner.
2. **Suggested motion.** *I move Authority approval of the Agreement Between the Northern Virginia Transportation Authority and the Arlington County Treasurer's Office related to Funds Transfer Assistance. (Attachment A)*
3. **Background.**
  - a. The Authority previously had an agreement with the Arlington County Treasurer's Office to provide wire transfer and Automated Clearing House (ACH) transaction assistance in combination with accounting assistance provided by the Northern Virginia Transportation Commission.
  - b. While the Authority is currently self-sufficient in accounting and banking services, certain unique large transactions can present difficulties due to:
    - i. Infrequency of transaction
    - ii. Size of transaction
    - iii. Recent transaction rules put in place by the Virginia Local Government Investment Pool (LGIP).
  - c. Unlike the member jurisdictions, the Authority's operating budget does not provide a large level of floating cash balances to facilitate an occasional large cash transfer.
  - d. A recent example of this issue was the movement of funds (\$75 million) from LGIP to the State Non Arbitrage Program (SNAP) to fund the matched reserve supporting the line of credit. LGIP rules would not allow the direct transfer of these funds to SNAP.
  - e. The Arlington County Treasurer's Office provided assistance in this transaction based on the prior agreement with the Authority.
  - f. The proposed agreement will provide a backup solution to other methods in ensuring the Authority can meet transaction needs of member jurisdictions and nonmember agencies without disruptions to project cash flows.
  - g. The Authority staff will work with LGIP to open transaction capability with nonmember agencies. However, these efforts will not be able to completely cover all the possible destinations for payments that will be required to support project activity.

- 4. Fiscal Impact.** The Arlington County Treasurer's Office has agreed to only seek reimbursement of transaction costs only with no reimbursement of staff time related to the transactions. Therefore, there will be no material fiscal impact to this agreement.

**Attachments:**

- A. Agreement Between the Northern Virginia Transportation Authority and the Arlington County Treasurer's Office related to Funds Transfer Assistance
- B. Exhibit A, EFT Transfer form

**Coordination:**

Finance Committee  
Council of Counsels  
Bond Counsel  
Arlington County Treasurer's Office

# XI.A

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### Agreement Between the Northern Virginia Transportation Authority and the Arlington County Treasurer's Office Related to Funds Transfer Assistance

This agreement is made and entered into this \_\_\_\_\_, 2014 by and between the Northern Virginia Transportation Authority (hereinafter NVTA) and the Arlington County Treasurer's Office (hereinafter Arlington Treasurer's Office).

**WHEREAS**, it is the intent of the NVTA to enter into an agreement with the Arlington Treasurer's Office to ensure the effective disbursement and payment of NVTA funds to member jurisdictions, nonmember agencies, vendors and service providers of NVTA; and,

**WHEREAS**, the NVTA is in need of occasional support to facilitate the payment of such obligations, once such payments have been approved by the NVTA; and,

**WHEREAS**, the Arlington Treasurer's Office has the capacity, procedures and experience to assist the NVTA; and,

#### **NOW, THEREFORE, WITNESSETH THIS AGREEMENT:**

THE terms of this agreement shall commence upon the signature of the Arlington County Treasurer and the Chairman of the NVTA.

THE Arlington Treasurer's Office, agrees to administer Automated Clearing House (ACH) and wire transfer transactions using NVTA funds. Such transactions will only be processed by the Arlington Treasurer's Office upon receipt of a Request For Electronic Funds Transfer (ACH or WIRE) authorized by designated NVTA officials (Executive Director or CFO) via fax or e-mail. A copy of the EFT form is attached as Exhibit A.

THE ACH or Wire Transfer Transactions will only occur upon the receipt by the Arlington Treasurer's Office of the NVTA funds sufficient to complete the transaction request(s).

THE direct costs of transaction processing incurred by the Arlington Treasurer's Office will be reimbursed by the NVTA on request. The Arlington Treasurer's Office will not seek reimbursement for staff time involved in this agreement.

THIS agreement may be cancelled by either party upon written notice with at least 30 days notice. Such advance notice may be shortened or waived upon mutual written consent of the parties hereto. This agreement may also be amended upon mutual written consent of the parties hereto.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
**The Honorable Carla de le Pava**  
**Arlington County Treasurer**

\_\_\_\_\_  
**The Honorable Martin Nohe**  
**Chairman, NVTA**

## Exhibit A

REQUEST FOR ELECTRONIC FUNDS TRANSFER (ACH or WIRE)									
<b>Effective Date:</b> _____					<b>Amount:</b> \$0.00				
<b>Payee Name:</b> _____					<b>Vendor Code:</b> _____				
<b>For NVTa use only:</b> <b>TRANSFER INSTRUCTIONS:</b>  <b>BANK NAME:</b> _____  <b>BANK ABA NO:</b> _____  <b>ACCOUNT NAME:</b> _____  <b>ACCOUNT NO:</b> _____					<b>Please indicate transfer type and number</b> <input type="checkbox"/> ACH # _ Non-Rep _ (next day or later) <input type="checkbox"/> Book Transfer # _____ (same day) <input type="checkbox"/> Wire Transfer : NVTa				
					<b>For Treasurer's Office use only:</b>				
					Transfer # _____				
					Date/Time _____				
					Sent By: _____				
					Verified By: _____				
<b>DESCRIPTION:</b>									
<b>REQUESTED BY:</b> _____					<b>DATE:</b> 9/24/2014				
<b>NVTa Executive Director or CFO Approval:</b> _____					<b>DATE:</b> 9/24/2014				
<b>APPROVED BY:</b>									
<b>CASH MANAGEMENT, TREASURER'S OFFICE:</b>									
<b>DEPUTY OR ASST. DEPUTY</b>					<b>DATE</b>				
<b>GENERAL LEDGER ACCOUNTING</b>									
					<b>Doc ID:</b> _____				
					<b>Bank ID:</b> _____				
					<b>Log Number:</b> _____				
<b>TOTAL</b>					\$0.00				
REVISED: 09/14									

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** William Euille, Chair Financial Working Group

**DATE:** October 6, 2014

**SUBJECT:** Approval of Standard Project Agreement between the Authority and the Virginia Department of Transportation

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**Recommendation**

The Financial Working Group recommends that the Authority approve, in substantial form, the Standard Project Agreement between the Authority and the Virginia Department of Transportation (VDOT) related to the implementation of projects funded solely with the 70 percent funding the Authority is retaining for regional projects and that are being constructed by VDOT (Attachment I).

**Background**

On March 13, 2014, the Authority approved a standard project agreement to be used for the implementation of projects funded by the 70 percent funding the Authority is retaining for regional projects. Following the Authority's adoption of this Standard Project Agreement, several issues with the agreement surfaced specifically as it affects projects that will be implemented directly by VDOT. Members of the Financial Working Group, the Council of Counsels and VDOT staff have worked to resolved several inconsistencies between the requirements the General Assembly placed on the Authority and VDOT's statutory and policy requirements. The parties reached agreement on a revised Standard Project Agreement for projects being implemented by VDOT. This agreement will apply to projects requested by a local jurisdiction or by VDOT directly, but funded entirely with Authority funds and implemented by VDOT. In addition, use of this agreement also requires that VDOT will ultimately maintain the asset that is being constructed and/or it will be located in the VDOT right-of-way. If a project has multiple funding sources, the sponsoring jurisdiction will need to execute VDOT's own standard project agreement and the Authority's standard project agreement independently.

The major differences between the Standard Project Agreement approved by the Authority in March 2014, and this Project Agreement are:

- Code references have been revised to reflect a recodification that was approved by the General Assembly and became effective on October 1, 2014;
- Language has been added to clarify that the agreement applies whether VDOT has requested Authority funding directly or a jurisdiction has requested funding on VDOT's behalf;
- The agreement has been adjusted to add the Commonwealth Transportation Board (CTB) or the Commissioner of Highways in place of a local jurisdiction's governing body, as appropriate;
- Language has been added to clarify the term "multiple phases" in the Authority's Standard Project Agreement to ensure that it refers to multiple *funding* phases, rather than phases of project development;
- Language has been added to clarify that any additional funds VDOT may require for a project have been committed by the CTB or the General Assembly, as appropriate, rather than the "governing body;"
- Language has been added to clarify that VDOT is subject to the Virginia Public Records Act, the Virginia Public Procurement Act and federal law, but not the records retention policies or purchasing policies of the Authority or a local jurisdiction;
- The provision regarding reimbursing the Authority, if funds are misapplied or used in contravention of the requirements of HB 2313 has been modified to include "to the extent permitted by law," particularly as it relates to the repayment of interest on the Authority's funds;
- Language regarding the need to continue to use a project for its entire useful life has been modified to add a "meet and confer" provision, if VDOT seeks to use an asset or property funded by the Authority for other than the originally intended purpose and reflecting the need for formal confirmation of any alternative use by the Authority and the Commissioner of Highways;
- The dispute resolution clause has been modified to include the Commissioner of Highways, rather than a locality's Chief Administrative Officer; and
- Language has been added to clarify that VDOT's obligation under the agreement is subject to appropriation by the CTB and the General Assembly.

By approval of this revised Standard Project Agreement, several projects on Route 28 that were approved for funding on July 24, 2013, can proceed. Members of the Financial Working Group and the Council of Counsels will be available at the October 9, 2014, Authority meeting to answer questions.

**Attachment:** Standard Project Agreement Between NVTA and VDOT

Cc: Members, NVTA Jurisdiction and Agency Committee  
 Members, NVTA Financial Working Group  
 Members, Council of Counsels  
 Monica Backmon, Executive Director  
 Michael Longhi, Chief Financial Officer

**Standard Project Agreement for Funding and Administration  
between  
Northern Virginia Transportation Authority  
and  
Virginia Department of Transportation**

NVTA Project Number: \_\_\_\_\_

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as between the Northern Virginia Transportation Authority ("NVTA") and VIRGINIA DEPARTMENT OF TRANSPORTATION ("VDOT")

**WITNESSETH**

WHEREAS, NVTA is a political subdivision of the Commonwealth of Virginia created by the Northern Virginia Transportation Authority Act ("the NVTA Act"), Chapter 25 of Title 33.2 of the Code of Virginia, as amended;

WHEREAS, Section 33.2-2500(4) of the Code of Virginia authorizes NVTA to enter into project agreements with certain statutorily designated entities for the provision of transportation facilities and services to the area embraced by NVTA;

WHEREAS, Section 33.2-2509 of the Code of Virginia authorizes NVTA to use funds from a fund established pursuant to that Code section (the "NVTA Fund") in order to assist in the financing, in whole or in part, of certain regional transportation projects in accordance with Va. Code Section 33.2-2510;

WHEREAS, the NVTA Fund provides for the deposit therein of certain dedicated revenues and other funds appropriated by the Virginia General Assembly;

WHEREAS, Section 33.2-2510 of the Code of Virginia authorizes the use of funds from the NVTA Fund and the use of proceeds from NVTA debt issuances ("NVTA Bond Proceeds") to be used by NVTA solely for transportation purposes benefitting those counties and cities embraced by NVTA;

WHEREAS, the Project set forth and described on Appendix A to this Agreement ("the Project") satisfies the requirements of Va. Code Section 33.2-2510;



WHEREAS, the Project is to be financed, as described in Appendix B, in whole or in part, by funds from the NVTA Fund and/or from NVTA Bond Proceeds, is located within a locality embraced by NVTA's geographical borders, or is located in an adjacent locality, but only to the extent that any such extension is an insubstantial part of the Project and is essential to the viability of the Project within the localities embraced by NVTA;

WHEREAS, VDOT or another party acting on its behalf formally requested that NVTA provide funding to the Project by timely submitting an application for NVTA funding in response to NVTA's call for projects;

WHEREAS, NVTA has reviewed VDOT's application for funding and has approved VDOT's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by VDOT, NVTA has determined that the Project complies with all requirements of the NVTA Act related to the use of moneys identified in Va. Code Sections 33.2-2510(A)(C)1 and all other applicable legal requirements;

WHEREAS, the funds to be provided by NVTA described in Appendix B have been duly authorized and directed by The Commonwealth Transportation Board ("CTB") to finance the Project;

WHEREAS, NVTA agrees that VDOT will design and/or construct the Project or perform such other specific work for the Project and VDOT agrees that it will perform such work on the terms and conditions set forth in this Agreement and the Appendices appended thereto;

WHEREAS, both parties have concurred in VDOT's administration, performance, and completion of the Project on the terms and conditions set forth in this Agreement and its Appendices and in accordance with all applicable federal, state, and local laws and regulations; and

WHEREAS, NVTA's governing body and the VDOT Commissioner ("the Commissioner") have each authorized that their respective designee(s) execute this agreement on their respective behalf(s) as evinced by copies of each such entity's clerk's minutes or such other official authorizing documents which are appended hereto as Appendix E;.

NOW THEREFORE, in consideration of the promises made mutual covenants, and agreements contained herein, the parties hereto agree as follows:

A. VDOT's Obligations

VDOT shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A and complies with Va. Code Sections 33.2-2510(A),(C) 1.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, or capital asset acquisitions for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVT A funds specified on Appendix B to pay any Project cost if the NVT A Act does not permit such Project cost to be paid with NVT A funds.
5. Recognize that, if the Project contains "multiple funding phases" (as such "multiple funding phases" are set out for the Project on Appendix A), for which NVT A will provide funding for such multiple funding phases (as scheduled on Appendix B), NVT A may not accelerate funding to VDOT to advance the funding schedule for the Project. In any circumstance where VDOT seeks to advance the funding schedule for the Project, VDOT shall submit a written request to NVT A's Executive Director explaining VDOT' s reasons why NVT A should authorize acceleration to the next funding phase. NVT A's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVT A's current and projected cash flow position and make a recommendation to NVT A whether to authorize VDOT's requested accelerated funding. Nothing herein, however, shall prohibit VDOT

from providing its own funds to advance a future funding phase of the Project and from requesting reimbursement from NVTa for having advance funded a future phase of the Project. However, VDOT further recognizes that NVTa's reimbursement to VDOT for having advance funded a the Project phase will be dependent upon NVTa's cash flow position at the time such a request for reimbursement is submitted and may be dependent upon the extent to which- any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTa's Executive Director will periodically update NVTa's project cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. VDOT shall provide all information required by NVTa so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTa requests for payment consistent with Appendix B and the most recently approved NVTa cash flow estimates that include NVTa's standard payment requisition(s), containing detailed summaries of actual project costs incurred with supporting documentation as determined by NVTa and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement. If approved by NVTa, VDOT can expect to receive payment within twenty (20) days upon receipt by NVTa. Approved payments may be made by means of electronic transfer of funds from NVTa to or for the account of VDOT.
8. Promptly notify NVTa's Executive Director of any additional project costs resulting from unanticipated circumstances and provide to NVTa detailed estimates of additional costs associated with those circumstances. VDOT understands that it will be within NVTa's sole discretion whether to provide any additional funding to the Project in such circumstances and that NVTa will do so only in accordance with NVTa's approved Project Selection Process and upon formal action and approval by NVTa. VDOT shall timely provide to NVTa a complete and accurate update to Appendix B, if NVTa approves funding of any additional Project costs for the Project under this Paragraph.

9. Release or return any unexpended funds to NVTa no later than 90 days after final Project payment has been made.
10. Review and acknowledge the requirements of NVTa Resolution No. 14-08 adopted January 23, 2014; to wit that, if applicable to VDOT's Project: a) Prior to any NVTa funds being released for a project that may be part of a larger project, projects, or system undertaken with an extra-territorial funding partner, all such extra-territorial funding partners must commit to pay their appropriate, respective proportionate share or shares of the larger project or system cost commensurate with the benefits to each on a basis agreed upon by the NVTa member localities; b) any such funds released by NVTa for such project will be in addition to the funds that the NVTa member locality is to receive from or be credited with by the extra-territorial funding partner for the project or system; and c) there shall be no funding made available by NVTa until such time as all extra-territorial funding partners for such project or system pay or officially commit to fund their appropriate, respective proportionate shares of such large project or system commensurate with the benefits to each on a basis agreed upon with NVTa.
11. Should VDOT be required to provide additional funds in order to proceed or complete the funding necessary for the Project, VDOT shall certify to the NVTa that such additional funds have been either authorized and/or appropriated by the CTB or the Virginia General Assembly as may be applicable or have been obtained through another independent source.
12. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations
13. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations.
14. Reimburse NVTa for all NVTa funds and, to the extent permitted by law, with interest earned at the rate earned by NVTa that VDOT misapplied or used in contravention of Sections 33.2-2500 *et seq.*

of the Virginia Code, as amended, ("the NVT Act") Chapter 766 of the 2013 Virginia Acts of Assembly ("Chapter 766"), or any term or condition of this Agreement.

15. Name NVT and its Bond Trustee or require that all VDOT's contractors name NVT and/or its Bond Trustee as an additional insured on any insurance policy issued for the work to be performed by or on behalf of VDOT for the Project and present NVT with satisfactory evidence thereof before any work on the Project commences or continues.
16. Give notice to NVT that VDOT may use NVT funds to pay legal counsel (as opposed to utilizing the services of its own in-house counsel or NVT's in-house legal counsel) in connection with the work performed under this Agreement VDOT so as to ensure that no conflict of interest may arise from any such representation.
17. Subject to and consistent with the requirements of Paragraph E of this Agreement, upon final payment to all contractors for the Project, VDOT will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVT be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions.
19. Acknowledge that if the Project is being funded in whole or in part by NVT Bond Proceeds, the use of the proceeds complies with the tax covenants attached as Appendix D.
20. Acknowledge that it expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system and therefore VDOT will comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that VDOT is solely responsible for obtaining all permits and permissions necessary to construct and/or operate the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.

22. Recognize that if VDOT is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTA funds and/or NVTA Bond Proceeds that VDOT will need to comply with all applicable federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledges that NVTA will not be a party or signatory to that Agreement; nor will NVTA have any obligation to comply with the requirements of that Agreement.
23. Provide a certification to NVTA no later than 90 days after final Project payment that VDOT adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to VDOT the funding authorized by NVTA for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s) on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto, as approved by NVTA.
2. Assign a Program Coordinator for the Project. NVTA's Program Coordinator will be responsible for monitoring the Project on behalf of NVTA so as to ensure compliance with this Agreement and all NVTA's requirements and with overseeing, managing, reviewing, and processing, in consultation with NVTA's Executive Director and its Chief Financial Officer ("CFO") , all payment requisitions submitted by VDOT for the Project. NVTA's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.

3. Route to NVTA's assigned Program Coordinator all VDOT's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTA for the Project. After submission to NVTA, NVTA's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's legal and documentary sufficiency. NVTA's Program Coordinator will then make a recommendation to the NVTA's CFO and Executive Director whether to authorize payment, refuse payment, or seek additional information from VDOT. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) days from receipt. If the payment requisition is deemed insufficient, within twenty (20) days from receipt, NVTA's Program Coordinator will notify VDOT in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTA have been corrected. Under no circumstances will NVTA authorize payment for any work performed by or on behalf of VDOT that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.
4. Route all VDOT's supplemental requests for funding from NVTA under Paragraphs A.5 and A.8 of this Agreement to NVTA's Executive Director. NVTA's Executive Director will initially review those requests and all supporting documentation with NVTA's CFO. After such initial review, NVTA's Executive Director will make a recommendation to NVTA's Finance Committee for its independent consideration and review. NVTA's Finance Committee will thereafter make a recommendation on any such request to NVTA for final determination by NVTA.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the NVTA Act, Chapter 766, and other applicable law. Such compliance reviews may entail review of VDOT's financial records for the Project and on-site inspections.

6. Acknowledge that if, as a result of NVTA's review of any payment requisition or of any NVTA compliance review, NVTA staff determines that VDOT has misused or misapplied any NVTA funds in derogation of this Agreement or in contravention of the NVTA Act, Chapter 766 or applicable law, NVTA staff will promptly advise NVTA's Executive Director and will advise VDOT's designated representative in writing. VDOT will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review VDOT's response and make a recommendation to NVTA's Finance Committee. NVTA's Finance Committee will thereafter conduct its own review of all submissions and make a recommendation to NVTA. Pending final resolution of the matter, NVTA will withhold further funding on the Project. If NVTA makes a final determination that VDOT has misused or misapplied funds in contravention of this Agreement, the NVTA Act, Chapter 766, or other applicable law, NVTA will cease further funding for the Project and will seek reimbursement from VDOT of all funds previously remitted by NVTA and, to the extent permitted by law, with interest earned at the rate earned by NVTA which were misapplied or misused by VDOT. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Make guidelines available to VDOT to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon VDOT's final Project payment, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.
9. Be the sole determinant of the amount and source of NVTA funds to be provided and allocated to the Project and the amounts of any NVTA funds to be provided in excess of the amounts specified in Appendix B.



C. Term

1. This Agreement shall be effective upon adoption and execution by both parties.
2. VDOT may terminate this Agreement, for cause, in the event of a material breach by NVTA of this Agreement. If so terminated, NVTA shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by VDOT to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds to NVTA as described in paragraph F of this Agreement or repeal of the legislation establishing the NVTA fund created pursuant to Chapter 766 shall not be considered material breaches of this Agreement by NVTA. Before initiating any proceedings to terminate under this Paragraph, VDOT shall give NVTA sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTA an opportunity to investigate and cure any such alleged breach.
3. NVTA may terminate this Agreement, for cause, resulting from VDOT's material breach of this Agreement. If so terminated, VDOT shall refund to NVTA all funds NVTA provided to VDOT for the Project and, to the extent permitted by law, with interest earned at the rate earned by NVTA}. NVTA will provide VDOT with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, VDOT may request that NVTA excuse VDOT from refunding all funds NVTA provided to VDOT for the Project based upon VDOT's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse VDOT from refunding all or a portion of the funds NVTA provided to VDOT for the Project. No such request to be excused from refunding will be allowed where VDOT has either misused or misapplied NVTA funds in contravention of applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, VDOT will release or return to NVTA all unexpended NVTA funds and, to the extent permitted by law, with interest earned at the rate earned by NVTA no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. NVTA's Executive Director and The Commissioner shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTA and to The Commissioner for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTA's Interest in Project Assets

VDOT agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTA under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. If VDOT intends to sell, convey, or dispose any Project asset funded with NVTA revenues or intends to use any Project asset for a purpose inconsistent with this Agreement, VDOT shall notify NVTA's Executive Director in writing of any such intent before further action is taken by VDOT in furtherance thereof. Upon receiving notification from VDOT, NVTA's Executive Director shall notify NVTA of VDOT's intended action(s). The parties shall, thereafter, meet and confer to discuss what measures need to be taken regarding VDOT's proposed sale, conveyance, disposition, or use of any such Project asset(s) so as to ensure compliance with all applicable requirements of Chapter 766. All recommendations and/or proposed remedial actions developed by the parties' designated representatives during the meet and confer process shall be formally presented to NVTA and the Commissioner for confirmation and ratification.

F. Appropriations Requirements

1. Nothing herein shall require or obligate NVTA to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by its governing body.

2. The parties acknowledge that all funding provided by NVTa pursuant to Chapter 766 is subject to appropriation by the Virginia General Assembly. The parties further acknowledge that: (i) the moneys allocated to the NVTa Fund pursuant to Va. Code Ann. Sections 58.1-638, 58.1-802.2, and 58.1-1742 and any other moneys that the General Assembly appropriates for deposit into the NVTa Fund are subject to appropriation by the General Assembly and (ii) NVTa's obligations under this Agreement are subject to such moneys being appropriated for deposit in the NVTa Fund by the General Assembly.

3. The parties agree that VDOT's obligations under this Agreement are subject to funds being appropriated by the General Assembly and allocated by the Commonwealth Transportation Board and otherwise legally available for the purposes of this Agreement.

G. Notices

All notices under this Agreement to either party shall be in writing and forwarded to the other party by U.S. mail, care of the following authorized representatives:

- 1) to: NVTa, to the attention of its Executive Director;  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031
- 2) to: VDOT, to the attention of :  
Commissioner, Virginia Department of Transportation

\*(VDOT address to be inserted)

H. Assignment

This Agreement shall not be assigned by either party unless express written consent is given by the other party.

I. Modification or Amendment

This Agreement may be modified, in writing, upon mutual agreement of both parties.

J. No Personal Liability or Creation of Third Party Rights

This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, or agent of the parties; nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

K. No Agency

VDOT represents that it is not acting as a partner or agent of NVTa; and nothing in this Agreement shall be construed as making any party a partner or agent with any other party.

L. Sovereign Immunity

This Agreement shall not be construed as a waiver of either party's sovereign immunity rights.

M. Incorporation of Recitals

The recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof. The parties to this Agreement acknowledge and agree that such recitals are true and correct.

N. Mutual Preparation and Fair Meaning

The parties acknowledge that this Agreement has been prepared on behalf of all parties thereto and shall be construed in accordance with its fair meaning and not strictly construed for or against either party.

O. Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written by their duly authorized representatives.

Northern Virginia Transportation Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

Virginia Department of Transportation

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A –Narrative Description of Project**

***Attach- Approved NVTA Project Description Sheet***

NVTA Project Title:

Recipient Entity:

Recipient Entity/Project Manager Contact Information:

NVTA Program Coordinator Contact information:

<b>Project Scope</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>

<b>Detailed Scope of Services</b>
<b>Only Complete if Different from the Approved NVTA Project Description Sheet</b>

**APPENDIX B-PROJECT BUDGET & CASH FLOW****PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: \_\_\_\_\_  
Recipient Entity: \_\_\_\_\_  
Project Contact Information: \_\_\_\_\_

**PROJECT COSTS & FUNDING SOURCE**

Project Cost Category	Total Project Costs	NVTA PayGo Funds	NVTA Financed Funds	Description Other Sources of Funds	Amount Other Sources of Funds	Recipient Entity Funds
Design Work	\$ -	\$ -	\$ -		\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
<b>Total Estimated Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**FISCAL YEAR ANNUAL PROJECT CASH FLOW**

Project Phase	Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018		Total Fiscal Year 2019	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
<b>Total Estimated Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Please Note: If additional years are needed, please submit a separate form with additional columns*

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 15 Mthly Cash Flow		FY 16 Mthly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow		FY 19 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
<b>Total per Fiscal Year</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Please Note: If additional years are needed, please submit a separate form with additional columns*

This attachment is certified and made an official attachment to the Standard Project Agreement document by the parties of this agreement.

Recipient Entity Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of person signing

Northern Virginia Transportation Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NVTA Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of person signing

## DETAILED NVTA BOND PROCEEDS REQUEST

Draw Request Number: \_\_\_\_\_ Request Date: \_\_\_\_\_  
 NVTA Project Number: \_\_\_\_\_ Project Title: \_\_\_\_\_

Cost Category	NVTA Approved Project Costs	NVTA Bond Proceeds Requests Previously Received	NVTA Bond Proceeds Requisition Amount this Period	Remaining NVTA Bond Proceeds Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

#### Instructions

1. Column B-Please list approved NVTA Bond Proceed Project Cost per category.
2. Column C-Please list Total NVTA Bond Proceed Project Amounts per Category Previously Reimbursed by NVTA
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining Bonded Projects Budget per Category

#### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
2. Column C- Please list the invoice number as it appears on the Invoice
3. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
4. Column E- Please enter the dollar amount listed on the invoice.
5. The calculated Requisition Amount should equal the total in Column D in the Schedule above.



## DETAILED PAYGO REQUEST

Draw Request Number: \_\_\_\_\_

Request Date: \_\_\_\_\_

NVTA Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Cost Category	NVTA Approved Project Costs	Total PayGo Requests Previously Received	PayGo Requisition Amount this Period	Remaining PAYGO Project Budget (Calculation)
<b>Project Starting Balance</b>	\$ -			\$ -
Design Work	\$ -	\$ -	\$ -	\$ -
Engineering	-	-	-	\$ -
Environmental Work	-	-	-	\$ -
Right-of-Way Acquisition	-	-	-	\$ -
Construction	-	-	-	\$ -
Contract Administration	-	-	-	\$ -
Testing Services	-	-	-	\$ -
Inspection Services	-	-	-	\$ -
Capital Asset Acquisitions	-	-	-	\$ -
<b>Other (please explain)</b>	-	-	-	\$ -
<b>TOTALS</b>	\$ -	\$ -	\$ -	\$ -

### LISTING OF ATTACHED INVOICES

Vendor/Contractor Name	Item Number	Invoice Number	Cost Category	Amount
	1			\$ -
	2			-
	3			-
	4			-
	5			-
	6			-
	7			-
	8			-
	9			-
	10			-
	11			-
	12			-
<b>Requisition Amount</b>				\$ -

#### Instructions

1. Column B-Please list approved PayGo Project Cost per category.
2. Column C-Please list Total PayGo Amounts per Category Previously Reimbursed by NVTA
3. Column D- Please list invoice amounts summarized by Category from the Listing of Attached Invoices
4. Column E - Is a calculation of the Remaining PAYGO Budget per Category

#### Instructions-Listing of Attached Invoices: (please list each invoice separately)

1. Column A- Please list the name as it appears on the Invoice
2. Column B- Please manually number the invoices attached with the corresponding Item number in this schedule.
2. Column C- Please list the invoice number as it appears on the Invoice
3. Column D- Please list the appropriate Cost Category based on the Project Category breakout above
4. Column E- Please enter the dollar amount listed on the invoice.
5. The calculated Requisition Amount should equal the total in Column D in the Schedule above.

## APPENDIX C

### FORM OF REQUISITION

NVTA Project Number: \_\_\_\_\_

NVTA Project Title: \_\_\_\_\_

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Northern Virginia Transportation Authority  
3060 Williams Drive  
Suite 510  
Fairfax, Virginia 22031

Attention \_\_\_\_\_, Program Coordinator:

This requisition, including required Detailed PayGo and/or Detailed NVTA Bond Proceeds Request Forms, is submitted in connection with the Standard Project Agreement for Funding and Administration dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ (the "Recipient Entity"). The Recipient Entity hereby requests \$\_\_\_\_\_ of NVTA funds, to pay the costs of the Project set forth in the Attached Detailed PayGo and/or Detailed NVTA Bond Proceeds Request forms and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTA to withhold the requested advance.

#### RECIPIENT ENTITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### Recommended For Payment

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: NVTA Program Coordinator

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

## PROJECT IMPLEMENTATION WORKING GROUP

MEMORANDUM

**FOR:** Members, Northern Virginia Transportation Authority

**FROM:** Chairman Martin E. Nohe, NVTA

**DATE:** October 9, 2014

**SUBJECT:** NVTA FY2015-16 Two Year Program Development

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1. **Purpose.** To seek Northern Virginia Transportation Authority approval of the project selection criteria for the development of the FY2015-16 Two Year Program.
2. **Suggested Motion:** *I move approval of the proposed project selection criteria for the FY2015-16 Two Year Program.*
3. **Background.** At its meeting on July 24, 2014, the Authority approved a schedule to develop and adopt the FY2015-16 Two Year Program. Consistent with this approved schedule, the Project Implementation Working Group (PIWG) met on August 18, 2014, to commence development of project selection criteria. During the month of September, the draft project selection criteria were discussed with the Technical Advisory Committee (TAC), Planning Coordination Advisory Committee (PCAC), and Jurisdiction and Agency Coordinating Committee (JACC).  
  
Four counties, three cities, four towns, and three transit agencies responded to the Authority's December 2013 call for projects. Approximately \$770 million was requested to fund 33 highway and 19 mass transit projects. Some of these projects were previously approved for FY2014 regional funding. NVTA staff estimates that approximately \$373 million will be available from regional revenues thru FY2016 to fund regional projects, assuming Pay-Go funding only.
4. **Status.** The PIWG reviewed all comments at its October 2, 2014 meeting and finalized its recommended project selection criteria. If approved, these criteria will be used to support the process of selecting which projects will be funded using the Authority's regional funds for FY2015 and FY2016.
5. **Policy Development.** PIWG also considered two draft policy frameworks. The first policy framework addresses NVTA-funded projects that are not advancing. The purpose of this policy is to provide a mechanism for the Authority to remove funding commitments for

previously approved projects that are not advancing per the approved scope of work. Any funding commitments removed would be available to the 70% Regional Revenue Fund for assignment to future projects. The PIWG plans to develop a recommended policy for Authority review and approval prior to adoption of the FY2015-16 Two Year Program.

The second policy framework addresses an alternative approach to the use of unallocated FY2014 funds separately from, rather than combined with, the FY2015-16 funds. This policy, if adopted, would leverage the unique feature of FY2014 funds that provides exemption from the HB599 rating process. For numerous reasons, the PIWG resolved to not pursue this policy.

- 6. Next Steps.** Following approval of the recommended project selection criteria, NVTa staff will use a combination of preliminary screening, quantitative scores, and qualitative considerations to evaluate each of 52 projects that have requested funding from the FY2015-16 Two Year Program. NVTa staff will review their evaluations with staff from the sponsoring entities, to ensure a transparent and accurate process. Project evaluation activities will commence upon approval of the project selection criteria and will continue through December 2014.

PIWG members and NVTa staff will be available at the October 9<sup>th</sup>, NVTa meeting to answer questions.

**Attachment:** Recommended Project Selection Criteria for the FY2015-16 Two Year Program

**Coordination:** Members, NVTa Project Implementation Working Group

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**

**Project Implementation Working Group**

**Recommended Project Selection Criteria for the FY2015-16 Two Year Program**

**I. Background**

In December 2013, NVTa issued a call for projects for the first 2.5 years of its Six Year Program, now referred to as the FY2015-16 Two Year Program.<sup>1</sup> The FY2015-16 Two Year Program will contain the regional projects that will be funded by NVTa's regional (70%) funds. The FY2015-16 Two Year Program does not include projects funded by member jurisdictions using NVTa's local (30%) funds.

A total of 52 regional projects were nominated for funding consideration:

- 33 highway projects
- 19 mass transit projects
- Includes 6 (out of 15) 'Carryover' projects from FY2014
- Four counties, three cities, four towns, and three transit agencies responded.

**II. Need for Project Selection Criteria**

NVTa estimates that approximately \$373,000,000 will be available from regional revenues thru FY2016 to fund regional projects, assuming PayGo funding only. Funding requests thru FY2016 associated with the 52 highway and mass transit projects:

- |                         |                      |
|-------------------------|----------------------|
| • Highway projects      | \$423,452,810        |
| • Mass Transit projects | <u>\$346,166,000</u> |
| • Total                 | \$769,618,810        |

**III. Overall approach to project selection**

Similar to the methodology used for selecting regional projects that were funded with FY2014 funds, the overall approach for project selection will use three types of screening.

- Preliminary Screening: this is a pass/fail filter. Each project must pass all applicable criteria to be considered for funding.

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<sup>1</sup> Covers FY2015/16 funding – FY2014 was included in the match reserve for the Line of Credit

- Detailed Screening: projects that pass Preliminary Screening are then evaluated in more detail using a combination of quantitative and qualitative criteria in parallel:
  - Quantitative Score: a composite score is calculated for each project, using weighted selection criteria. Selection criteria are based on a combination of criteria from the TransAction 2040 long range transportation plan; the FY2014 project selection methodology, and the rating study.
  - Qualitative Considerations: projects are assessed using qualitative factors and considerations that do not lend themselves to be scored quantitatively.

The recommended project selection criteria for each of the three types of screening are listed below.

DRAFT

### Preliminary Screening: Pass/Fail Assessment

Screening Criteria
<b>All projects</b>
Contained in NVTa's regional transportation plan (TransAction 2040), or included in the Transportation Planning Board's 2010 Constrained Long Range Plan
Reduces congestion
Within locality embraced by the Authority or in adjacent localities but only to the extent that such extension is an insubstantial part of the project and is essential to the viability of the project within the localities embraced by the Authority.
<b>Highway projects only</b>
Rated in the HB599 Project Evaluation and Rating Study.
<b>Mass Transit projects only</b>
Mass Transit project that increases capacity.

## Detailed Screening: Quantitative Scores

TransAction 2040 Goal: Provide responsive transportation service to customers			
Topic	Selection Criteria	Rating Scale (unless indicated otherwise, High = 1, Medium = 2/3, Low = 1/3)	Weighting (75 points)
Reduce Roadway Congestion (Highway projects)	Project reduces roadway congestion	HB599 detailed rating will be on a continuous scale of 0 (least congestion relief) to 100 (greatest congestion relief) <b>Rating:</b> HB599 detailed rating ÷ 100	35
Reduce Roadway Congestion (Transit projects)	Project reduces roadway congestion	<b>High:</b> Project will significantly improve traffic flow. <b>Medium:</b> Project will moderately improve traffic flow. <b>Low:</b> Project will have minimal to no effect on traffic flow.	
Project Readiness	Project is in advanced phase of development	<b>High:</b> Project is in the ROW or construction phase. <b>Medium:</b> Project is in the design phase. <b>Low:</b> Project is in the study or planning phase.	15
	Project is able to be readily implemented <sup>2</sup>	<b>High:</b> Project can be implemented in the near term (<6 years). <b>Medium:</b> Project can be implemented in the short term (6-12 years). <b>Low:</b> Project can be implemented in the long term (>12 years).	10
Urgency	Project addresses existing significant level of service (LOS) deficiencies for all modes of transportation	<b>High:</b> Project addresses existing LOS F condition. <b>Medium:</b> Project addresses existing LOS E condition. <b>Low:</b> Project addresses existing LOS A, B, C, or D condition.	5
Reduce VMT	Project reduces vehicle-miles traveled	<b>High:</b> Project directly reduces VMT (i.e., transit project, park-and-ride lot, new HOV lane(s), new pedestrian and bicycle trail). <b>Medium:</b> Project indirectly or through expansion reduces VMT (i.e., expansion of HOV, transit improvement, or expansion). <b>Low:</b> Project does not reduce VMT.	5
Safety	Project improves the safety of the transportation system	<b>High:</b> Project designed to specifically improve system safety and/or address an existing safety deficiency. <b>Medium:</b> Project will generally result in a safety improvement. <b>Low:</b> Project will have no discernible positive effect on safety.	5

<sup>2</sup> Definition of 'implemented' refers to the point in time when the intended transportation functionality of a project is fully available to users, e.g. completion of the construction phase, operation of a new transit service.



TransAction 2040 Goal: Maximize community connectivity by addressing transportation and land use together			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (10 points)
Activity Center Connections	Project improves connections between multiple Activity Centers	<b>High:</b> Project improves connectivity between three or more activity centers. <b>Medium:</b> Project improves connectivity between two activity centers. <b>Low:</b> Project improves connectivity to one activity center only.	5
Regional Connectivity and modal integration	Project connects jurisdictions and modes	<b>High:</b> Project connects jurisdictions and modes. <b>Medium:</b> Project connects jurisdictions. <b>Low:</b> Project does not connect jurisdictions or modes.	5

TransAction 2040 Goal: Provide an integrated, multimodal transportation system			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (5 points)
Improved Bicycle and Pedestrian Travel Options	Project supports multiple use development patterns in a walkable/bikeable environment	<b>High:</b> Project adds or extends non-motorized facility to and within activity center. <b>Medium:</b> Project improves existing non-motorized facility to and within activity center. <b>Low:</b> Project does not improve or provide a non-motorized facility to and within activity center.	5

TransAction 2040 Goal: Incorporate the benefits of technology			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (5 points)
Management and Operations	Project improves the management and operation of existing facilities through technology applications	<b>High:</b> Project improves technological management and operations of an existing transportation facility. <b>Medium:</b> Project improves technological management and operations of an expansion of an existing transportation facility. <b>Low:</b> No improvement to management and operations of a facility.	5

TransAction 2040 Goal: Identify funding and legislative initiatives needed to implement the Plan			
Topic	Selection Criteria	Rating Scale (High = 1, Medium = 2/3, Low = 1/3)	Weighting (5 points)
Cost Sharing	Project leverages private or other outside funding	<b>High:</b> Project leverages private or other outside funding. <b>Medium:</b> Project leverages modest private or other outside funding. <b>Low:</b> Project has no leveraged private or other outside funding.	5

## Detailed Screening: Qualitative Considerations

Screening Criteria
<b>Priority given to greatest congestion reduction relative to cost:</b> the Authority is required to give priority to such projects. Benefit/cost analysis included in the TransAction 2040 long range transportation plan will be reviewed.
<b>Continuity of project funding:</b> In general, NVTa funding approval for most project phase(s) infers a commitment to fund the remainder of that phase (or phases), provided that the likely total commitment is reasonably known at the time of original funding approval. Funding decisions will continue to be based on the prevailing project selection criteria, subject to funding availability at the time of request. However, funding continuity decisions will be considered on a case-by-case basis. One exception to this is that NVTa funding approval for studies does not infer a commitment to fund any subsequent project phase, including additional studies. Continuity of funding commitments requires compliance with all terms and conditions associated with approved SPAs, and any requirements imposed by NVTa.  Approved FY2014 projects that are now requesting FY2015-16 funds that meet the above requirements will have first call on available FY2015-16 funds.
<b>Cost sharing:</b> while cost sharing is included as a criterion for quantitative scoring, it is also included as a qualitative consideration to take account of any conditions associated with other funds, e.g. federal, state, local, and NVTa local (30%) funds.
<b>Geographic balance:</b> a policy consideration for the Authority when finalizing the FY2015-16 Two Year Program.
<b>Modal balance:</b> a policy consideration for the Authority when finalizing the FY2015-16 Two Year Program.
<b>Additional supporting information</b>



# CITY OF FALLS CHURCH

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September 29, 2014

Ms. Monica N. Backmon, Executive Director  
Northern Virginia Transportation Authority  
3060 Williams Drive  
Suite 510  
Fairfax, VA 22031

RE: Project Selection Criteria

Dear Ms. Backmon,

The City of Falls Church appreciates the continuing efforts of our partner jurisdictions and the Northern Virginia Transportation Authority (NVTA) to develop mutually acceptable project selection criteria for the FY 2015-2016 NVTA Program.

Although the City does not have any projects under consideration for funding in this program cycle, the City does want to participate in the conversation of selection criteria because of potential implications for project selection in future years. As part of the ongoing conversation, the City has the following comments.

#### **Out-Year Flexibility**

As the 6-year program develops, how will the NVTA maintain flexibility in responding to changing conditions in the region? It appears that the development of the 2-year program assumes that all funding is fixed in the planning out-years. If this same practice is applied to development of the 6-year program, this could result in a situation in which the NVTA is unable to award new funding for 6 years. This seems inconsistent with the NVTA's goal of "Provid[ing] responsive transportation service to customers".

The City would like to explore opportunities for reserving a portion of out-year funds as unallocated; for example, conserving 20 percent of year 2 funds, 30 percent of year 3 funds, and so forth. This would allow the NVTA to provide secure funding for long term projects, maintain flexibility to respond to changing conditions, and provide an outlet for balancing long term benefits if it is determined that one or more jurisdictions is not receiving their full share of benefit.

### **Measuring Congestion**

The City of Falls Church appreciates the desire to use congestion mitigation as a significant factor in assigning project scores. However, the City is concerned that the proposed definition relies on the congestion reduction measures developed through the VDOT 599 study. These measures have not yet been tested through even a single complete model run. Further, these numbers will only be available for highway projects. Thus scores for different types of projects will not be comparable.

Instead the City recommends using the congestion measures that were developed for the TransAction plan. These measures were applied equally to all types of projects. Additionally, these measures were developed using the NVTA's standard voting and consensus procedures. In contrast, the metrics developed as part of the HB 599 study showed extremely high levels of disagreement among jurisdictional staff about how best to measure congestion.

### **Connections among and Facilities within Activity Centers**

The desire to support dense concentrations of development is included in the TransAction vision statement. As a matter of public policy, it is important that project selection criteria support the NVTA's adopted policy goals. To that end, the City supports increasing the factor weights for the two measures relating to activity centers—activity center connectivity and facilities within activity centers.

### **Connecting Project Selection to Long Term Benefits**

How will long term benefits be considered during project selection? In order to ensure each jurisdiction receives its fair share of benefit, the City would like to know more about the potential to include a running balance of expected and/or retrospective long term benefits as part of the project selection process.

### **Technical Points**

Level of Service Measures – What measures are proposed for measuring level of service for non-automobile facilities?

Activity Center Connectivity – How will the number of activity centers connected by a project be calculated?

Minimum Scores – It seems that projects have a minimum score of  $1/3 \times$  weight factor for any given factor. What is the reasoning behind this minimum score? Is it not feasible to use a minimum score of 0? This would help to better distinguish among projects by using a full 100 point scale instead of the reduced scale introduced by minimum factor scores.

Sincerely,

Cindy Mester, Assistant City Manager

cc: Mayor and City Council Members  
Wyatt Shields, City Manager  
Paul Stoddard, Transportation Planner

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**FOR:** Members of the Northern Virginia Transportation Authority

**FROM:** NVTa Chairman Martin E. Nohe

**DATE:** October 9, 2014

**SUBJECT:** Planning Coordination Advisory Committee Chair and Vice Chair Appointments

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1. **Purpose.** To seek NVTa Chairman approval and Authority concurrence on the Chair and Vice-Chair appointees to the Planning Coordination Advisory Committee (PCAC).
2. **Suggested Motion.** *I move concurrence of the NVTa Chairman's appointments of Mayor Jerry Foreman of the Town of Dumfries as Chairman and Council Member Jonathan Way of the City of Manassas, as Vice Chairman of the PCAC.*

**Background.** The NVTa Bylaws state the Chair and Vice Chair of the PCAC shall be appointed by the NVTa Chair with the concurrence of the Authority members. The PCAC met on Monday, September 22, 2014. The Committee nominated Mayor Jerry Foreman (Town of Dumfries) as Chair and Council Member Jonathan Way (City of Manassas) as Vice Chair, for the NVTa Chairman to formally appoint.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe  
Members, Northern Virginia Transportation Authority

**FROM:** Noelle Dominguez, Chairman  
Jurisdiction and Agency Coordinating Committee

**SUBJECT:** Testimony for the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program

**DATE:** October 7, 2014

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**Recommendation:** Approval of Testimony for the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program

**Suggested motion:** *I move approval of the Testimony for the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program (Attachment I).*

**Background:** As was done in previous years, the Secretary of Transportation and the Commonwealth Transportation Board will be conducting public hearings throughout Virginia to solicit public comment about the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program. The draft Revised SYIP was prepared to reflect a reduction in projected statewide revenues and to transition to the new prioritization process, referred to as House Bill 2 (HB 2), which was approved by the General Assembly this year and signed into law by Governor Terry McAuliffe.

The DRAFT testimony (Attachment) includes updates to requests previously made by the Authority, as well as information pertaining HB 2 and VTrans, the Commonwealth's long-range, statewide multimodal policy plan, which the Administration has begun updating.

The scheduled public hearing date for Northern Virginia is Thursday, October 16, 2014 at 6:30 p.m. in the Potomac Conference Center at VDOT's Northern Virginia District Office, located at 4975 Alliance Dr., Fairfax, VA. 22030.

**Attachment:** DRAFT Testimony for the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program

**Northern Virginia Transportation Authority**  
**Comments on**  
**Revised Fiscal Year 2015-2020 Six-Year Improvement Program and**  
**upcoming FY 2016 – 2021 Six-Year Improvement Program**  
**October 16, 2014**

Good Evening Secretary Layne, Commissioner Kilpatrick, Director Mitchell, and members of the Commonwealth Transportation Board. My name is Martin Nohe and I am Chairman of the Northern Virginia Transportation Authority. I am here to present the Authority's comments on the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program as well as comment on several other matters. The Authority's comments are as follows:

- The Authority is working diligently to implement the regional components of HB 2313 (2013). Continued coordination and cooperation with this Administration is essential to ensuring that we are able to fully utilize the resources provided to implement the necessary improvements to Northern Virginia's transportation infrastructure. Due to the large role that VDOT has in this process, with the congestion-related evaluation process as well as project implementation, it is essential that VDOT also has sufficient resources needed to participate in this effort.
- It is also essential that the region continue to receive a fair share of statewide transportation funds, as is specifically required by HB 2313. In addition, we request that VDOT engage the Authority and our local governments earlier in the six-year program process. As local, regional, state-wide, and federal funds are all part of the solution for addressing the long-term transportation funding needs of the Commonwealth, it is essential that we all coordinate to ensure these needs are met.
- HB 2 (2014) requires the CTB to develop a statewide prioritization process for state transportation funds, in cooperation with the Authority and other metropolitan planning organizations in the Commonwealth. We would like to thank Deputy Secretary Donohue for meeting with the Authority in September to discuss this process. At the same time that the Commonwealth is working on this process, the Authority and VDOT are working on our own congestion-related evaluation process. Continued discussions and collaboration between us is essential during these processes, as projects may need to be evaluated by both to receive the local and regional funding they may need to move forward. Additionally, just as the Authority is considering geographic balance within its own selection process we do believe it is important that the Commonwealth address this as well. We stand ready to work with you on this process and are willing to provide any assistance we can.
- The Administration has also begun updating VTrans, which will include a comprehensive review of statewide transportation needs. We would like to thank you for including in this effort the Authority, along with the jurisdictions and agencies in the region. The Authority believes that the approach for the update looks promising. We do ask you ensure that there is coordination between local and regional plans in

regard to VTrans. The Authority and jurisdictions stand ready to coordinate with the Commonwealth in ensuring congruence between local land use plans (which are approved at the local level) and the Commonwealth's transportation plans. Additionally, the Authority, many localities, and regional agencies have incorporated performance measures into their own plans and programs. Coordination will be necessary to ensure consistency in measures across these plans. The Authority looks forward to continuing to work with the Administration and provide input throughout the process.

- The Authority remains concerned about the lack of new urban and secondary funds. The CTB has the authority to allocate up to \$500 million to projects before funds are provided to the construction fund. Due to this provision and updated revenue forecasts, secondary and urban road programs are not expected to receive new funds until after FY 2020. This is concerning, as secondary and urban roads have not received these funds since FY 2010. The continued lack of funding to improve these roads will seriously impact our economy and compromise the movement of people and goods to and from Northern Virginia and other parts of the Commonwealth. We ask that Northern Virginia receive its share from these priority project funds and that the CTB use its discretion to allow some funds to flow through the construction formula.
- In addition to addressing the foregoing major issues, the Authority also wishes to comment on the following:
  - Thank you for continuing to include the Virginia match for Federal dedicated funding for the Washington Metropolitan Area Transit Authority and we ask that the Commonwealth continue to provide these vital funds. We appreciate this significant commitment to help WMATA bring its system into a state of good repair and restore safe and reliable operations. Additionally, Momentum, WMATA's strategic plan, provides the direction for critical system capacity investments to meet the region's anticipated population and economic growth, and WMATA is requesting its funding partners to increase contributions over the next decade to fully utilize the system;
  - Work continues on the statewide transit formula, through the Transit Service Delivery Advisory Committee (TSDAC). We are pleased that work is being done on pilot programs to address congestion mitigation and transit dependent riders. We are thankful that the Administration addressed the counting of Metrorail ridership, which is essential to the new operations formula for transit. However, concerns remain over the change to how state transit capital assistance participation is calculated, i.e. "net" versus "gross" costs, which results in an outcome where only Northern Virginia has to increase local support for its capital projects. We stand ready to continue to work on this issue and ask that you remember the importance of transit in the region and the impact any change in funding may have to the region;
  - The Authority continues to be concerned by provisions in the State Code that provide VDOT and the CTB the ability to decide whether a local transportation



plan is consistent with the Commonwealth's priorities. If VDOT and the CTB decide this is not the case, the CTB can withhold funding for projects. While efforts to better coordinate local and state transportation planning are appreciated, these provisions essentially transfer the responsibility for land use planning, as it relates to transportation, from local governments to the Commonwealth. Our localities work diligently with our residents, property owners, and the local business communities on our land use and transportation plans and these provisions could inhibit development and redevelopment efforts throughout Virginia;

- The Authority remains opposed to any policy that would require the transfer of secondary road construction and maintenance responsibilities to counties and specifically, Northern Virginia jurisdictions. Unfunded mandates of this magnitude would result in dire consequences to localities;
  - The federal government requires that a portion of CMAQ funds be spent on projects that reduce PM 2.5, which restricts what type of projects can receive this federal funding. As such, we ask the CTB to reconsider its decision regarding hybrid vehicle purchases using CMAQ funds since these vehicles qualify for this purpose while many other projects may not;
  - The Authority thanks the Commonwealth for its continued partnership in funding VRE's track leases and requests the CTB continue to assist with funding necessary capacity improvements to the system;
  - The Authority requests that the CTB, DRPT and VDOT support, promote, and encourage walking and bicycling as more viable modes of transportation and look for opportunities to enhance pedestrian and bicycle connectivity in the Northern Virginia;
  - The Authority supports the policy that major transportation corridor studies related to facilities wholly within one VDOT construction district, should be managed by that construction district rather than the VDOT Central Office. Regional VDOT staff is better equipped to address the concern of the affected citizens and local governments; and
  - The Authority believes the CTB should adopt policies that simplify and shorten environmental reviews for locally administered projects and streamline transportation project review by further delegating the design review process from VDOT to the local governments and by adopting a uniform timeframe for plan reviews that remain under VDOT jurisdiction. These efforts would save Virginia taxpayers money and simultaneously result in timely approvals of contextually appropriate projects.
- We request that this testimony be made part of the Draft Six-Year Improvement Program public hearing record, and that full consideration be given to these comments in preparing the Revised Fiscal Year 2015-2020 Six-Year Improvement Program and upcoming FY 2016 – 2021 Six-Year Improvement Program. Thank you, again, for the opportunity to speak today. Please let me know if I can provide any clarification regarding the Authority's testimony.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 7, 2014

**SUBJECT:** FY2015/2016 NVTA Communication Plan

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- 1. Purpose.** The proposed FY2015/2016 Northern Virginia Transportation Authority (NVTA) Communication Plan serves as a tactical road map to promote the Authority's role as a transportation funding steward and provider as well as an advocate for the transportation needs of Northern Virginia.
- 2. Suggested motion.** *I move Authority approval of the FY2015/2016 NVTA Communication Plan. (Attachment)*
- 3. Background.**
  - a. The mission of the Authority's communication plan was crafted by the Public Outreach Working Group and approved by the Authority in 2006: *"Maintain the highest levels of transparency and continue to build trust with the public the NVTA serves through the effective management of public funds for the identification and completion of transportation projects and improvements."*
  - b. Since 2006, the Authority has worked closely with the member jurisdictions, elected officials, regional staff, the public, stakeholders and media to achieve this mission. Both the media and the public -- including supporters and critics -- have praised the Authority for its transparency and inclusiveness.

**Attachment:** FY2015/2016 NVTA Communication Plan

# The Northern Virginia Transportation Authority



## Communication Plan

*FY2015 - FY2016*



# NVTA Communication Plan (FY2015/2016)

*The Northern Virginia Transportation Authority (NVTA)*

*Approved: \_\_\_\_\_, 2014*

## Executive Summary

The Northern Virginia Transportation Authority is a regional transportation body established by the Virginia General Assembly in 2002. In 2013, the General Assembly passed legislation (HB2313) authorizing certain taxes and fees to be levied in Northern Virginia jurisdictions for the funding of transportation improvements in the heavily congested region of Northern Virginia. Northern Virginia jurisdictions include the counties of Arlington, Fairfax, Loudoun and Prince William; and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park.

The FY2015/2016 Northern Virginia Transportation Authority (NVTA) Communication Plan serves as a tactical road map to promote the Authority's developing role as a transportation funding steward and provider as well as an advocate for the transportation needs of Northern Virginia. Through the use of proven communication practices, effective methods and new tools to increase engagement and communicate with target audiences including, but not limited to, Northern Virginia taxpayers, residents, businesses, regional partners and stakeholder groups, the Authority will continue to build on its reputation of transparency and inclusiveness.

The mission of the Authority's communication plan was crafted by the Public Outreach Working Group and approved by the Authority in 2006:

*"Maintain the highest levels of transparency and continue to build trust with the public the NVTA serves through the effective management of public funds for the identification and completion of transportation projects and improvements."*

Since 2006, the Authority has worked closely with the member jurisdictions, elected officials, regional staff, the public, stakeholders and media to achieve this mission. Both the media and the public -- including supporters and critics -- have praised the Authority for its transparency and inclusiveness. The Authority's FY2015/2016 communication plan continues to set the bar high. Moving forward, this plan will:

- 1) Build on the accomplishments and communications efforts to date while outlining a path forward;
- 2) Provide a framework that outlines the optimum levels of communication, engagement and outreach best practices for the Authority as an organization;
- 3) Identify key messages to serve as a common voice and tell the story of the Authority's work toward delivering timely transportation solutions for our traffic choked region; and
- 4) Establish the Northern Virginia Transportation Authority as a regional leader and a model for communication and public engagement.

## Goals

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The four goals of the Authority's proposed FY2015/2016 communications plan are to:

1. **Create and maintain awareness** through timely and accurate information.
2. **Build trust** by maintaining the highest standards of transparency and inclusiveness.
3. **Tell the story** by building a narrative on the economic impact and regional success of the NVTAs efforts.
4. **Increase engagement** through active public participation.

### Goal #1: Create and Maintain Awareness

- Continue to position the Authority as the center of transportation dialogue in Northern Virginia
- Provide regular, timely and accurate information about the Authority, projects and funding to internal and external target audiences.
- Continue to educate the public and stakeholders alike about the Authority and its role delivering transportation solutions.
- Inform the public about the various tools and funding mechanisms available to the Authority to provide transportation funding on both a regional and local level.

### Goal #2: Build Trust

- Report and provide easy to understand information on a regular basis on the actions the NVTAs taking and reinforce the benefits of those actions to the region.
- Set realistic expectations among the NVTAs constituencies by clearly defining the Authority's ability to improve Northern Virginia's transportation network.
- Consistently guard against and correct misinformation about the Authority and its mission.

### Goal #3: Tell the Story

- Formulate narratives that highlight the Authority's planning and programming role and economic impact.
- Engage stakeholders, as third party validators, to help illustrate the narrative from different perspectives: business, residential, quality of life, diverse points-of-view.

### Goal #4: Increase Engagement

- Create and maintain a feedback loop by seeking regular input through regularly scheduled public hearings, social media and the latest technology including, but not limited to, GIS based crowd-sourcing tools.
- Consistently and systematically reinforce the Authority's message that the public has a say in shaping the region's transportation network through input and participation.

# Objectives

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This communication plan outlines the following short, mid and long-term objectives<sup>1</sup> to meet the four goals.

## Short-term Objectives (1- 6 months)

1. Establish style manual, letterhead, PMS colors and logo versions as needed.
2. Create NVTA branded signage and procedures to be included on all Authority funded projects. This is including but not limited to "Thank You Taxpayers" signage at construction sites, or information to be included about any project funded with NVTA dollars.
3. Secure a contractor to re-design, build and populate the NVTA web site with information (short e-newsletter, project lists, interactive map tools, the NVTA board materials, meeting announcements).
4. Continue updating the NVTA's existing web site to be more informative and interactive. Continue to use the web site as the primary tool to maintain the NVTA's visibility through timely information; convey our message; promote our mission; and engage the public by providing information about NVTA actions, and citizen participation opportunities.
5. Update the NVTA media kit to include appropriate fact sheets, FAQs, membership details and contact information. Include information that directly addresses relevant legislative issues as appropriate.
6. Distribute media releases with periodic updates about the NVTA's progress.
7. Develop an Annual Report - E-publish, post to web site and print (limited). This reporting requirement will incorporate financial updates, project information, media release driven content, results of public engagement activities and will be illustrated with photos of NVTA activities collected throughout the year.<sup>2</sup>
8. Use Google Maps to plot NVTA funded projects and add to the web site.

## Mid-term objectives (6-12 months)

1. Launch the NVTA's updated web site.
2. Launch a quarterly e-newsletter and automated e-mail list serve that includes updates on board actions, meeting information and other project updates.
3. Update power point presentations on the NVTA progress for regional transportation partners, elected bodies and community groups.
4. Coordinate public outreach and listening sessions for TransAction 2040 Update and FY2015 Approved Projects.
5. Coordinate/schedule media and radio/TV interviews for broadcast media to update public on the NVTA's progress.

## Ongoing/Long-term objectives (FY2016 and beyond)

1. Prepare a "road show" style multi-media display for public outreach to community meetings and events.
2. Report on progress of transportation projects to the public and stakeholder groups.
3. Continued, updated and enhanced media relations.
4. Prepare Annual and Financial reports to General Assembly: Return on Investment (ROI) for taxpayer dollars.

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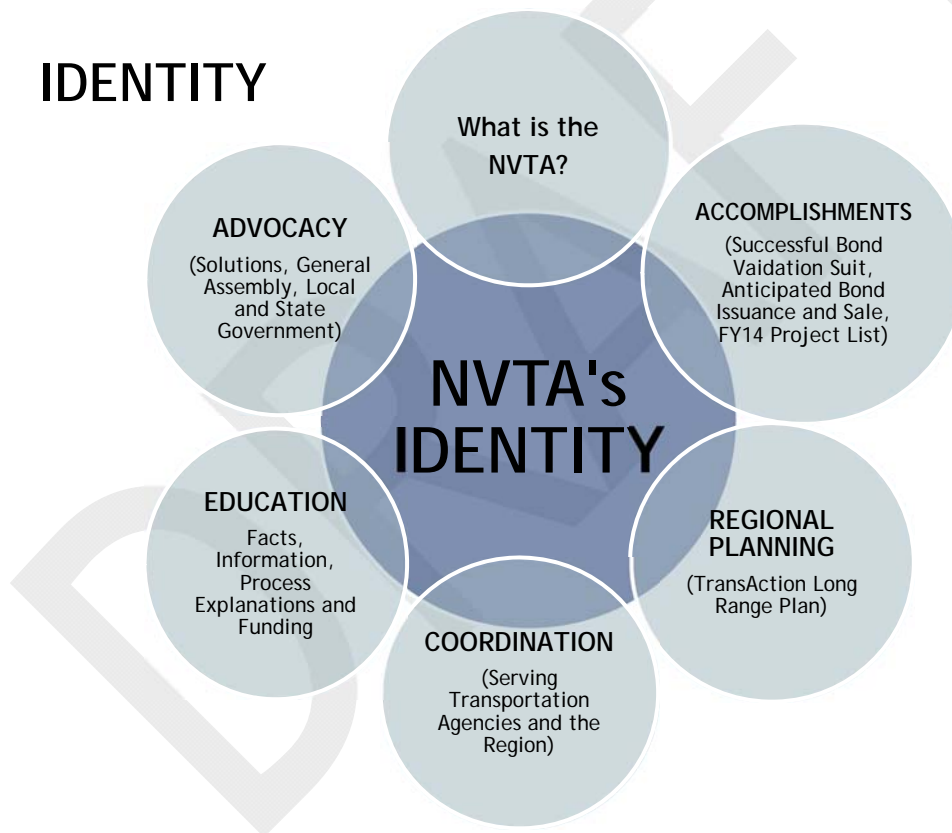
<sup>1</sup> Some of these objectives have already been initiated and work is already under way or complete.

<sup>2</sup> This will be the first annual report of the NVTA and is seen as an opportunity to inform the taxpayers of Northern Virginia how their dollars are being spent to improve transportation in the region. Moreover the annual report is an opportunity to communicate transportation and land use trends, project success stories, and future actions. It is the desire of the NVTA to produce a document that is aesthetically pleasing to the eye, easily readable with fast, fun facts. In addition, the NVTA foresees gathering quotes from the community to feature throughout the report.

## Key Messages

Despite the Authority's great work over the past decade to develop and update our Long Range Transportation Plans (TransAction 2030 and 2040) Northern Virginia residents, stakeholders and interest groups still need to become more familiar with the mission, goals and work of the Authority. The NVTA must continue to educate the public on the Authority's mission and the power it has to impact the transportation network within its jurisdictional authority: the counties of Arlington, Fairfax, Loudoun and Prince William; as well as the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; including the towns of Dumfries, Herndon, Leesburg, Purcellville and Vienna.

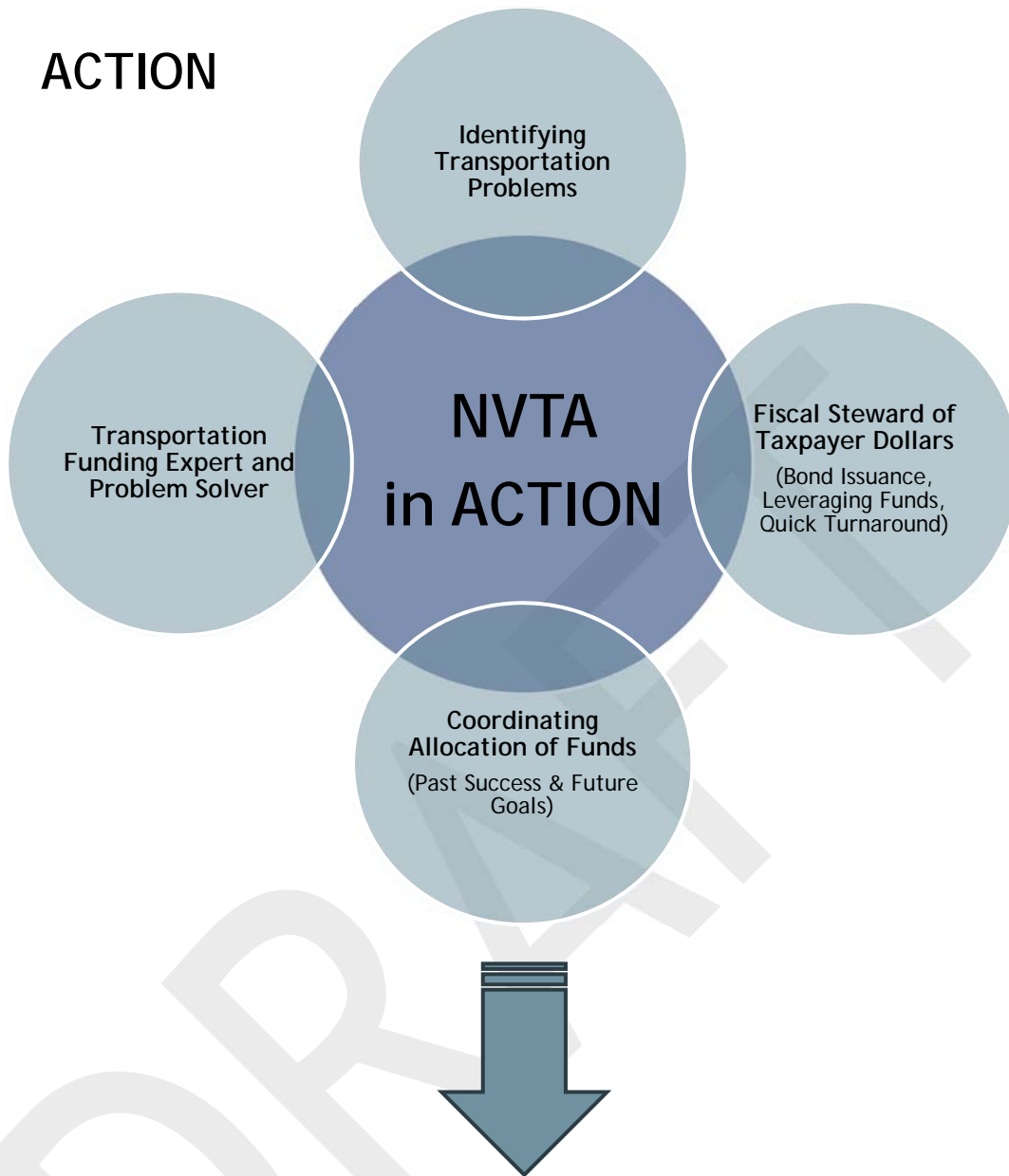
Following the General Assembly's passage of HB 2313, the Authority has done an exceptional job of quickly establishing a reputation for transparency and inclusiveness through public notice of meetings and NVTA actions. However, the public, elected officials and stakeholders must be continually reminded about the NVTA's expanded role, through clear messages delivered consistently via reliable sources. The following messaging images highlight proposed messages for the NVTA **Identity**, **Action** and **Accountability**:



### Key Identity Messages:

1. *The NVTA is a regional body that is focused on delivering real transportation solutions and value for Northern Virginia's transportation dollars.*
2. *The NVTA brings Northern Virginia jurisdictions and agencies together to identify and prioritize projects and plan solutions.*
3. *The NVTA educates and advocates for achievable regional transportation solutions for Northern Virginia.*

# ACTION

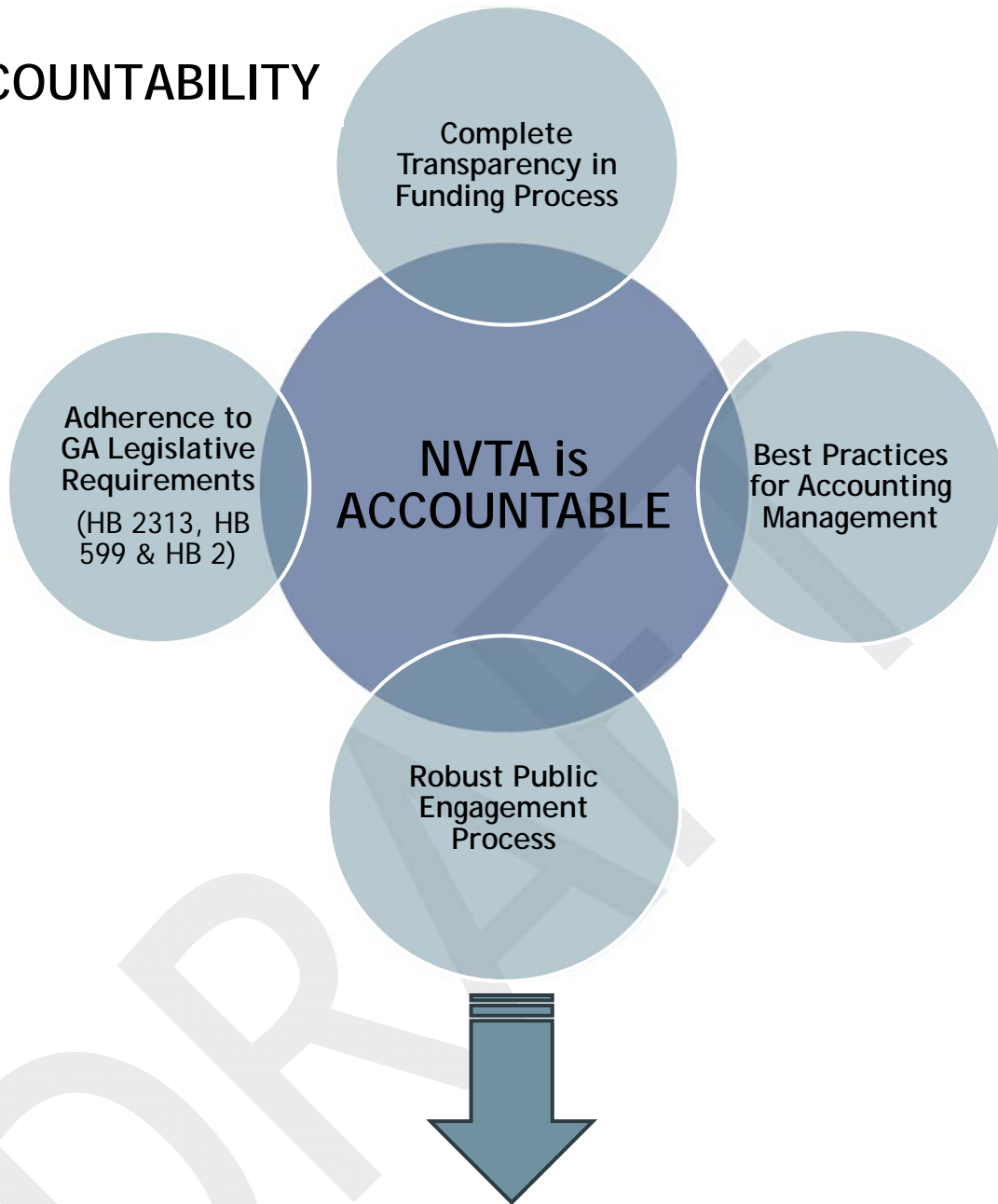


## Key Action Messages:

1. *Northern Virginians solving Northern Virginia's problems.*
2. *The Authority is advancing projects as quickly as possible to help achieve congestion relief in Northern Virginia.*
3. *All financial activities of the Authority are conducted in a manner of utmost transparency and respect for our partners excellent credit ratings.*



# ACCOUNTABILITY



## Key Accountability Messages

1. *The NVTA is adhering to accounting best practice fundamentals to ensure that projects are funded quickly and without financially constraining future projects.*
2. *The Authority will continue to call on local opinion leaders, economic scholars and transportation experts to validate the NVTA and its efforts.*
3. *The Authority delivers value for every tax dollar and invests in projects that provide the maximum congestion relief relative to cost.*
4. *The Authority will use a transparent process to rank and rate projects.*

## External Channels

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- Jurisdictional Public Information Officers (PIO's)
- Mainstream Media (print, radio, television)
- Alternative Media (Blogs)
- Social Media (Facebook, Twitter)
- Stakeholder and special interest groups
- Business community, local chambers of commerce, economic development offices

## Target Audiences

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The NVTA's true audience is inclusive of every individual living, commuting or doing business within the NVTA's member jurisdictions. Identifying and engaging such an extensive and inclusive audience of this size requires an on-going stream of information tailored appropriately to specific audience subsets. These audiences also require constant re-evaluation and updates. This plan has identified specific audiences, stakeholders and special interest groups as established channels to communicate on NVTA issues (including, but not limited to):

### Local Commissions, Authorities, Governments, State Agencies and Programs (including, not limited to)

- Member Jurisdictions
- Cities and Towns
- Regional transit and transportation agencies (e.g. NVTC, PRTC)
- Metropolitan Washington Council of Governments (MWCOG)
- Regional transit providers
- Washington Metropolitan Area Transit Authority (WMATA)
- Virginia Railway Express (VRE)

### Business, Community, Special Interest and Constituent Groups

- Economic Development Offices
- Local Chambers of Commerce
- Coalition for Smarter Growth
- Transportation and transit oriented development advocacy groups (NVTA Alliance, etc.)
- Mobility Lab
- Sierra Club
- Local Home Owners Associations (HOA's)
- Political Organizations
- Northern Virginia Association of Realtors (NVAR)
- Greater Washington Board of Trade (GWBOT)
- Washington Regional Network for Livable Communities (WRN)
- Local colleges and universities
- Washington Area Bicyclists Association (WABA)
- Arlington Coalition for Sensible Transportation
- Southern Environmental Law Center
- Eno Foundation
- Rotary Clubs
- The Arc of Northern Virginia
- Ethnic Communities including Limited English Proficiency (LEP) groups

## Tools

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The Authority has historically relied heavily on its web site to disseminate timely information to the public, to meet public engagement requirements and will continue to do so while incorporating new communication tools and ramping up engagement on social media. The Authority will also utilize other on-line tools like Google Maps and List Management to support the goals, objectives and disseminate key messages.

Web site ([www.theNoVaAuthority.org](http://www.theNoVaAuthority.org))

- Include interactive tools like maps that identify project areas and can be customized.
- Automatic e-mail distribution list; on-line sign up for community and stakeholders.
- Identify and utilize appropriate social media tools; build in access from web site.
- Create links to key stakeholders and resources.
- Disseminate regular progress reports of on-going projects with photos as appropriate.
- Create visuals or flow charts of the NVTa's processes.
- Update Outreach/Media page for news releases, public hearing and meeting schedules/calendar.
- Create a photo archive of transportation projects and transportation related material.
- Link regional transportation resources.
- Continue to provide clear, consumer-friendly descriptions of projects and planning process. Revise format as projects evolve. Incorporate interactive map component to track projects using Google Maps.
- Create an on-line guide for public participation – outlining the NVTa's standard procedures for public engagement, including calendar of meetings, public hearings on Six Year Plan (SYP) and long range plan updates.

### **Social Media (Facebook & Twitter)**

- Use social media management tools to provide a regular stream of information on social media (e.g. Hoot Suite).
- Schedule regular, timely and engaging updates to Facebook.
- Establish Twitter account when appropriate.

### **On-Line Public Engagement:**

- Identify an on-line GIS based public engagement tool (e.g. Place Speak) which will allow residents and business to provide on-line feedback and gives NVTa and member jurisdictions greater insight into where feedback and interest is focused around specific projects. A GIS based public engagement tool also limits the impact of non-residents influencing public policy and decision-making on specific projects by allowing the Authority to identify exactly where respondents are located.

### **E-mail**

- Utilize e-mail tools such as Mail Chimp to build targeted e-mail lists and communicate with audiences as appropriate.
- Continue to build contact lists for target audiences.

### **Interactive Maps**

- Utilize Google maps and open source tools to create project maps that show where projects are located, their NVTa funding and project descriptions.

## Tactics

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Good communication tactics are dependent on maintaining strong internal and external communications. The following tactics provide a baseline for continued engagement with internal and external audiences. They include tactics that align with and support the Authority's goals, objectives and key messages.

### External

- The NVTa will be the first to tell our story; don't let others tell it for us.
- Correct misconceptions or incorrect information immediately.
- Speak to the public directly with messages using the Authority web site and e-mail blasts.
- Develop and refine public engagement process according to best practices.
- Author and edit key messages for Chairman, and other members of the Authority.
- Educate local and regional media (business and transportation).
- Arrange media interviews for key elected officials as projects advance with regional transportation funds.
- Create and send out timely news releases.
- Identify and engage non-traditional media outlets/blogs.
- Audit all existing articles, web references, etc. to monitor any and all positive/negative information that exists about the NVTa.
- Identify new audiences.
- Create new opportunities for regular segments like: "Ask the NVTa" on WAMU or WTOP.
- Continue to build relationships with stakeholder and interest groups.
- Highlight the economic impacts of taxes and fees.
- Communicate the impact of additional investment of transportation dollars on quality of life and business.
- Keep the public regularly informed through established channels about the funding/project timelines.
- Create a Northern Virginia Transportation 101 presentation which can be posted to web site/delivered to stakeholder groups.
  - Why is funding transportation a challenge?
  - How the NVTa meets this challenge.

### Internal

- Engage staff and ensure everyone associated with the Authority is delivering the same message consistently at all levels.
- Prepare and update talking points/FAQ's/Fact Sheets.
- Update and maintain timely press list.
- Evaluate and track media coverage and relevant stories.
- Provide monthly reports to the NVTa Members.
- Build photo library of transportation related images to be used for materials.
- Research growth data for Northern Virginia and its impact on the region's transportation system (population, employment and household growth).

## Metrics

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Measurement of the Authority's communication and outreach efforts<sup>3</sup> is critical to determine what is effective and what is not. We can measure our success or failure to meet goals and objectives through the use of the following metrics<sup>4</sup>:

Activity	Target Measure
Facebook	15% increase in "Likes" for the Authority Facebook page
Web Site	15% increase in unique visitors
Media Releases/Advisories	6-8 media releases/advisories with coverage/mention in at least 10% of targeted publications
Public Hearings	At least 50 non-staff attendees
Media Inquiries	1 hour or less response
Public Meeting Requirements/Notice	100% Compliance

## Communication Needs Moving Forward

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- Determine the need for public outreach research. The Authority needs a better understanding of the public perception of the Authority to establish benchmarks. This would help refine communication tactics, messages and the overall communication plan.
- Assess public outreach budget as new goals and strategies are identified and approved by the Authority.
- Update messaging as appropriate.
- Update communication plan and develop an annual work plan with budget and resources ensuring that goals and objectives can be achieved.

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<sup>3</sup> For subsequent communication plan updates, the Authority will also work to establish a Public Engagement Index to measure the impact of the various communication and outreach efforts.

<sup>4</sup> Baselines established from FY2014 activities.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Noelle Dominguez, Chairman, Jurisdiction and Agency Coordination Committee

**SUBJECT:** Approval of the Reallocation of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds for Loudoun County

**DATE:** October 3, 2014

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- 1. Purpose.** To inform the Authority of Jurisdiction and Agency Coordinating Committee (JACC) approval of the Loudoun County Congestion Mitigation and Air Quality (CMAQ) Regional Surface Transportation Program (RSTP) Reallocation Request.
- 2. Background:** On September 11, 2008, the Authority delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTa to the Jurisdiction and Agency Coordinating Committee (JACC).

On September 9, 2014, Loudoun County requested the following reallocations:

- Transfer \$3,821,000 in FY 2017 CMAQ Funds from UPC 102935 (Route 7 Bicycle and Pedestrian Bridge) to UPC 104344 (Western Loudoun Park and Ride Lot)
- Transfer \$2,000,000 in FY 2015 RSTP Funds, \$5,254,767 in FY 2016 RSTP Funds, and \$8,289,809 in FY 2017 RSTP Funds from UPC 105587 (Route 772 Transit Bridge) to UPC 97529 (Route 606)
- Transfer \$1,367,895 in FY 2015 RSTP Funds and \$4,132,105 in FY 2017 RSTP Funds from UPC 100425 (Lexington Drive) to UPC 105584 (George Washington Overpass)
- Transfer \$1,975,625 in FY 2019 RSTP Funds from UPC 102935 (Route 7 Bicycle and Pedestrian Bridge) to UPC 105584 (George Washington Overpass)

The JACC approved these requests on September 23, 2014.

**Attachment(s):** DRAFT Letter to VDOT NOVA District Administrator Cuervo, transfer request Request from Loudoun County

**Coordination:** Jurisdiction and Agency Coordinating Committee



**Northern Virginia Transportation Authority**  
*The Authority for Transportation in Northern Virginia*

October 9, 2014

Ms. Helen Cuervo  
 District Administrator  
 Virginia Department of Transportation  
 4975 Alliance Dr. Suite 4E-342  
 Fairfax, Virginia 22030

Reference: Request to Reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) Funds for Loudoun County

Dear Ms. Cuervo:

On September 11, 2008, the Northern Virginia Transportation Authority (NVTA) delegated the authority to approve requests to reallocate Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding between projects that were previously approved by the NVTA to the Jurisdiction and Agency Coordinating Committee (JACC).

On September 9, 2014, Loudoun County requested the following reallocations:

- Transfer \$3,821,000 in FY 2017 CMAQ Funds from UPC 102935 (Route 7 Bicycle and Pedestrian Bridge) to UPC 104344 (Western Loudoun Park and Ride Lot)
- Transfer \$2,000,000 in FY 2015 RSTP Funds, \$5,254,767 in FY 2016 RSTP Funds, and \$8,289,809 in FY 2017 RSTP Funds from UPC 105587 (Route 772 Transit Bridge) to UPC 97529 (Route 606)
- Transfer \$1,367,895 in FY 2015 RSTP Funds and \$4,132,105 in FY 2017 RSTP Funds from UPC 100425 (Lexington Drive) to UPC 105584 (George Washington Overpass)
- Transfer \$1,975,625 in FY 2019 RSTP Funds from UPC 102935 (Route 7 Bicycle and Pedestrian Bridge) to UPC 105584 (George Washington Overpass)

NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved these requests on September 23, 2014, and the NVTA was informed on October 9, 2014. The NVTA has not objected to this reallocation.

Ms. Helen Cuervo  
October 9, 2014  
Page Two

Please take the necessary steps to reallocate these funds in the Transportation Improvement Program and the State Transportation Improvement Program. Thank you very much.

Sincerely,

Noelle Dominguez  
NVTA JACC Chairman

Cc: Martin E. Nohe, Chairman, NVTA  
Monica Backmon, Executive Director, NVTA  
Jan Vaughn, Transportation Planning Section, VDOT  
Joseph Kroboth, III, PE, LS, Director, Loudoun County Department of  
Transportation and Capital Infrastructure





## **Loudoun County, Virginia**

[www.loudoun.gov](http://www.loudoun.gov)

Department of Transportation and Capital Infrastructure

1 Harrison Street, S. E., MSC# 69, Fourth Floor, Leesburg, VA 20175

Telephone (703) 737-8624 • Fax (703) 737-8513

September 9, 2014

Ms. Monica Backmon, Executive Director  
Northern Virginia Transportation Authority  
3060 Williams Drive, Suite 510  
Fairfax, VA 22031

Ms. Helen Cuervo, District Administrator  
Virginia Department of Transportation  
4975 Alliance Drive  
Fairfax, VA 22030

### **RE: Loudoun County Request for Reallocation of CMAQ and RSTP Funding**

Dear Ms. Backmon and Ms. Cuervo:

At the September 3, 2014 business meeting, the Loudoun County Board of Supervisors voted unanimously to direct staff to submit a request to the Northern Virginia Transportation Authority and the Virginia Department of Transportation to transfer Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality (CMAQ) funding programmed in FY 2015, 2016, 2017 and FY 2019.

The transfers being requested are as follows:

**FY 2017 CMAQ - \$3,821,000**

**FROM:** UPC 102935 Route 7 Bicycle and Pedestrian Bridge Project

**TO:** UPC 104344 Western Loudoun Park and Ride Lot

**FY 2015 RSTP - \$2,000,000**

**FY 2016 RSTP - \$5,254,767**

**FY 2017 RSTP - \$8,289,809**

**FROM:** UPC 105587 Route 772 Transit Bridge

**TO:** UPC 97529 Route 606

Also, at the September 18, 2013 business meeting, the Loudoun County Board of Supervisors voted unanimously to direct staff to request the following reallocation that was inadvertently omitted from the September 26, 2013 request to NVTA.

The transfers being requested are:

**FY 2015 RSTP - \$1,367,895**

**FY 2017 RSTP - \$4,132,105**

**FROM:** UPC 100425 Lexington Drive

**TO:** UPC 105584 George Washington Overpass

**FY 2019 RSTP - \$1,975,625**

**FROM:** UPC 102935 Route 7 Bicycle and Pedestrian Bridge

**TO:** UPC 105584 George Washington Overpass

Thank you for your assistance in this matter. Please feel free to contact Terrie Laycock or Bob Brown on my staff should you have further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Kroboth", with a stylized flourish at the end.

Joseph Kroboth, III, PE, LS, Director

Loudoun County Department of Transportation and Capital Infrastructure

Cc: Jan Vaughan, Programming Director, VDOT  
Terrie Laycock, Loudoun County DTCI  
Bob Brown, Loudoun County DTCI  
Noelle Dominguez, Chairman, JACC  
Denise Harris, NVT A Program Coordinator  
Dan Csizmar, Loudoun County DTCI



**Loudoun County, Virginia**

[www.loudoun.gov](http://www.loudoun.gov)

**Office of the County Administrator**

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, September 3, 2014 at 4:00 p.m.

**IN RE: ADJUSTMENTS TO THE CONGESTION MANAGEMENT AIR QUALITY (CMAQ) AND REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS**

Mr. Buona moved that the Board of Supervisors direct staff to request the NVTa and VDOT to reallocate CMAQ and RSTP funds programmed for use in Loudoun County as follows:

- Reallocate FY 2017 CMAQ funds in the amount of \$3,821,000 from the Route 7 Bike and Pedestrian Bridge project (UPC 102935) to the Western Loudoun Park and Ride Lot project (UPC 104344).
- Reallocate FY 2019 RSTP funds in the amount of \$1,975,625 from the Route 7 Bike and Pedestrian Bridge project (UPC 102365) to the George Washington Overpass project (UPC 105584).
- Swap funds between the Route 772 Transit Bridge and Route 606 Widening projects by exchanging the FY 2015 RSTP funds in the amount of \$2,000,000, FY 2016 RSTP funds in the amount of \$5,254,767 and
- FY 2017 RSTP funds in the amount of \$8,289,809 currently allocated to the Route 772 Transit Bridge Project (UPC 105587) with an equivalent amount of Lease Revenue Financing currently allocated to the Route 606 Widening project (UPC 97529).

Seconded by Mr. Williams.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams, and York – Yes; None- No.

DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Wednesday, September 18, 2013 at 4:00 p.m.


IN RE: FY 2015 – FY 2020 SIX YEAR BUDGET FOR REGIONAL SURFACE  
TRANSPORTATION PROGRAM (RSTP) AND CONGESTION MITIGATION  
AIR QUALITY (CMAQ) REGIONAL FUNDING (COUNTYWIDE)

Mr. Letourneau moved that the Board of Supervisors endorse staff's recommended plan, as amended, for use of FY2015 through FY2020 RSTP and CMAQ funds as reflected in the revised chart of the September 18, 2013 staff report; which moves the proposed funding for the Braddock Road and Pleasant Valley intersection to the Route 606 widening project and direct staff to forward a copy of this plan to the Northern Virginia Transportation Authority for submission to the Commonwealth Transportation Board.

Mr. Letourneau further moved that the Board endorse the Town of Leesburg's submission for FY2020 funding for the Sycolin Road Widening Phase IV project.

Seconded by Mr. Reid.

Voting on the Motion: Supervisors Buona, Clarke, Delgaudio, Higgins, Letourneau, Reid, Volpe, Williams and York - Yes; None – No.

  
DEPUTY CLERK FOR THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

(9-FY 2015 – FY 2020 SIX YEAR BUDGET FOR REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) AND CONGESTION  
MITIGATION AIR QUALITY (CMAQ) REGIONAL FUNDING (COUNTYWIDE))

**September 18, 2013 Board of Supervisors Business Meeting Item  
#9 Alternative Motion**

**Revised Chart Proposed FY 2015 to FY 2020 RSTP and CMAQ Funding Plan**

<b>Project</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>
<b>Broadlands South Park and Ride Lot</b>	<b>75,000</b>	<b>77,388</b>	<b>79,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Lowes Island Park and Ride Lot</b>	<b>29,000</b>	<b>30,000</b>	<b>31,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Leesburg Area Park and Ride Lot</b>	<b>2,650,283</b>	<b>0</b>	<b>900,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Western Loudoun Park and Ride Lot</b>					<b>150,000</b>	
<b>George Washington Blvd. Overpass</b>	<b>1,367,000</b>	<b>0</b>	<b>4,098,000</b>	<b>0</b>	<b>2,000,000</b>	<b>\$9,578,000</b>
<b>Route 772 Transit Bridge</b>	<b>2,000,000</b>	<b>5,498,105</b>	<b>8,502,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Route 606 Widening</b>	<b>1,500,000</b>		<b>3,800,000</b>			
<b>One Loudoun Park and Ride Lot</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>	<b>0</b>

## **Northern Virginia Transportation Authority**



Fiscal Year 2014  
Annual Report to the  
Joint Commission on Transportation Accountability  
November 15, 2014

## Background

The Northern Virginia Transportation Authority (NVTa) is a political subdivision of the Commonwealth of Virginia, created in 2002 by the Northern Virginia Transportation Authority Act, Title 15.2, of the Code of Virginia (SB 576). The NVTa's primary function is to conduct transportation project planning, prioritization and funding for the Northern Virginia region.

In December 2012, the NVTa adopted its long range plan, TransAction 2040, which identifies transportation projects of regional significance. On April 3, 2013, the Governor's substitute for House Bill 2313 (HB 2313) was adopted by the Virginia General Assembly. HB 2313 identified a dedicated funding stream for transportation in Northern Virginia by providing permanent, annual sources of revenue for the NVTa to implement its mandate. These new revenue streams commenced in July 1, 2013 (FY2014).

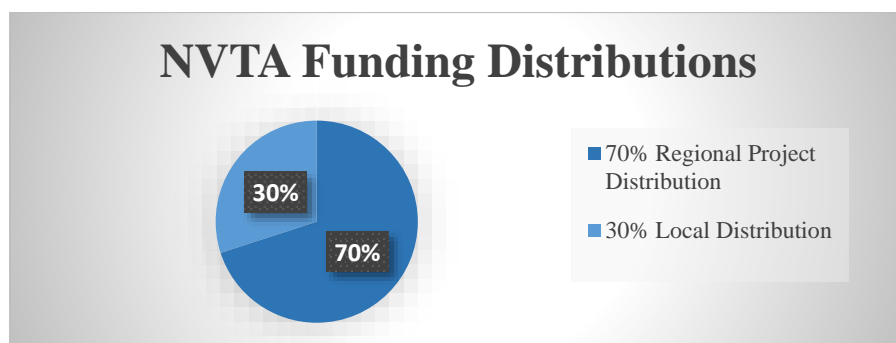
The member jurisdictions of the NVTa include the counties of Arlington, Fairfax, Loudoun and Prince William; and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park. The NVTa consists of seventeen members as follows: the chief elected official, or their designees, of the nine cities and counties that are members of the Authority; two members of the House of Delegates appointed by the Speaker of the House; one member of the Senate appointed by the Senate Committee on Privileges and Elections; and two citizens who reside in counties and cities embraced by the Authority, appointed by the Governor. In addition, the Director of the Virginia Department of Rail and Public Transportation, or his designee; the Commonwealth Transportation Commissioner, or his designee; and the chief elected officer of one town in a county which the Authority embraces, will serve as non-voting members of the Authority.

The Virginia General Assembly 2014 HB 5002 states that the Joint Commission on Transportation Accountability (JCTA) shall regularly review, and provide oversight of the usage of funding generated pursuant to the provisions of HB 2313. To meet this requirement, the NVTa has prepared this report to inform the JCTA on the uses of the Northern Virginia Transportation Authority Fund for FY2014.



## Fiscal Year 2014 - Overall Funding

The NVTa allocated FY2014 funding includes both bond and pay-as-you-go projects. The new revenue streams established by HB 2313 generated approximately \$285.6 million in FY2014. These funds were then distributed, as per HB 2313, with 30% to the member jurisdictions and 70% to the selected regionally significant transportation projects.



## Fiscal Year 2014 - 70% Regional Funding

In FY2014, the NVTa approved 34 projects selected from the approved long range transportation plan, TransAction 2040, for regional funding. Eight (8) projects were financed, twenty-four (24) projects were funded through pay-as-you-go, while two (2) projects were funded with both sources.

FY2014 Bond Projects			
Locality	Project Name	Phase	Funding Amount
<b>County</b>			
Arlington	Boundary Channel Drive Interchange	Construction	4,335,000
Fairfax	Innovation Center Metrorail Station*	Design/ Right-Of-Way (ROW)/Construction	20,000,000
Loudoun	Route 28 Hot Spot Improvements - Loudoun Segment (Sterling Boulevard and the Dulles Toll Road)	Design/Construction	6,400,000
	Leesburg Park and Ride	Acquisition of Land	1,000,000
Prince William	Route 28 from Linton Hall Road to Fitzwater Drive	Construction	28,000,000
<b>City</b>			
Fairfax	Chain Bridge Road Widening/ Improvements	Design/ROW/Construction	5,000,000
<b>Agency</b>			
Virginia Railway Express (VRE)	VRE Rolling Stock**	Purchase of nine (9) Rail Cars	19,800,000
	VRE Lorton Station second platform	Design/Construction	7,900,000
	VRE Alexandria station tunnel and platform improvements	Construction	1,300,000
			93,735,000
<b>Total FY2014 Net Project Amount</b>			<b>\$73,935,000</b>

*\*Projects received both PayGo and bond funds.*

*\*\* On April 17, 2014, VRE withdrew its funding request of \$19.8 million for Rolling Stock.*



FY2014 PAY-AS-YOU- GO Projects			
Locality	Project Name	Phase	Funding Amount
<b>County</b>			
Arlington	Columbia Pike Multimodal Street Improvements	Construction	12,000,000
	Silver/Blue Line Mitigation	Purchase four (4) buses	1,000,000
	Crystal City Multimodal Center	Design/Construction	1,500,000
Fairfax	Route 28 Widening 6 to 8 lanes (SB from the Dulles Toll Road to Route 50)	Design/Build	20,000,000
	Route 28 Widening 6 to 8 lanes (NB from McLearen Road to Dulles Toll Road)	Design/Build	11,100,000
	Innovation Center Metrorail Station	Design/ROW/Construction	21,000,000
Town of Herndon	Herndon Parkway Intersection Improvements at Van Buren St.	Final Design/ROW Acquisition	500,000
	Herndon Parkway Intersection Improvements at Sterling Road	Design/ROW/Construction	500,000
	Herndon Metrorail Intermodal Access Improvements	Design/ROW/Construction	1,100,000
Loudoun	Widening of Belmont Ridge Road, North of Dulles Greenway	Design/Construction	20,000,000
	Route 28 Hot Spot Improvements*	Design/Build	6,000,000
	Transit Buses	Purchase two (2) transit buses	880,000
Town of Leesburg	Edwards Ferry Road at the Route 15 Leesburg Bypass Grade Separation	Design	1,000,000
Prince William	Route 1 from Featherstone Road to Mary's Way	Design	3,000,000
<b>City</b>			
Alexandria	DASH Bus Expansion	Purchase of five (5) transit buses	3,250,000
	Traffic Signal Upgrades/Transit Signal Priority	Design/Construction	660,000
	Shelters and Real-Time Transit Information for DASH/WMATA	Construction	450,000
	Potomac Yard Metrorail Station EIS	Planning/PE	2,000,000
Falls Church	Pedestrian Access to Transit	Design/ROW/Construction	700,000
	Funding for Bus Shelters	Design/ROW/Construction	200,000
	Pedestrian Bridge at Van Buren Street	Design/Construction	300,000
<b>Agency</b>			
Northern Virginia Transportation Commission (NVTC)	Transit Alternatives Analysis Study in the Route 7 Corridor (King Street, Alexandria to Tysons Corner)	Phase 2 Planning Study	838,000
Potomac & Rappahannock Transportation Commission (PRTC)	PRTC New Gainesville Service	Purchase one (1) bus	580,000
Virginia Railway Express (VRE)	VRE Gainesville-Haymarket Extension Project Development	Corridor Study	1,500,000
Washington Metropolitan Area Transit Authority (WMATA)	Traction Power Upgrades on the Orange Line in Virginia	Design/Construction	5,000,000
	New Buses on Virginia Routes	Purchase ten (10) transit buses	7,000,000
	<b>Total FY2014 PAY-AS -YOU-GO Project Amount</b>		<b>\$122,058,000</b>

## Fiscal Year 2014 - 30% Local Funds

HB 2313 provides that 30% of the revenues received by the NVTa shall be distributed, on a pro-rata basis, with each locality's share being the total of such fees and taxes that are generated or attributable to the locality. How these 30% revenues are allocated is solely the decision of the locality, provided they are used for:

- additional urban or secondary road construction;
- other capital improvements that reduce congestion;
- other transportation capital improvements which have been approved by the most recent long range transportation plan approved by the Authority; or
- public transportation purposes.

Each locality annually certifies to the NVTa that the funds were used as required by HB 2313.

FY2014 30% Local Funds were distributed in the following manner:

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FY2014 30% DISTRIBUTION BY JURISDICTION FYE June 30, 2014		
<u>Jurisdiction</u>		<u>30% Funds</u>
Arlington County	\$	10,799,261.09
Loudoun County	\$	14,648,596.08
Fairfax County	\$	37,475,952.96
Prince William County	\$	11,510,407.71
City of Alexandria	\$	6,286,180.00
City of Fairfax	\$	2,280,192.39
City of Falls Church	\$	745,574.99
City of Manassas	\$	1,541,485.43
City of Manassas Park	\$	<u>393,298.75</u>
Total Revenue	\$	85,680,949.40

All the NVTa member jurisdictions received their 30% Local Funding in FY2014.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Mayor Jerry Foreman, Chair - Planning Coordination Advisory Committee

**DATE:** October 9, 2014

**SUBJECT:** Planning Coordination Advisory Committee Meeting

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1. **Purpose.** To provide a report on the activities of the Northern Virginia Transportation Authority's (NVTA) Planning Coordination Advisory Committee (PCAC) meeting.
2. **Comments.** The PCAC held its kick-off meeting on Monday, September 22, 2014. The purpose of this meeting was to discuss the PCAC's role in the Authority's programming efforts for transportation initiatives in Northern Virginia. Additionally, the PCAC elected a Chair and Vice-Chair from among sitting members. The next PCAC meeting will be scheduled for November.
  - a. **There were two Action Items for consideration:** The first was review and recommendations on the draft FY15-16 Two Year Program Project Selection Criteria. The committee received a presentation on the draft FY15-16 Two Year Program project selection criteria and submitted comments for the consideration of the Project Implementation Working Group's October 2 meeting. The second item was the PCAC Organization. The Committee elected Mayor Jerry Foreman (Town of Dumfries) as Chair and Council Member Jonathan Way (City of Manassas) as Vice-Chair for the NVTA Chairman to formally appoint.
  - b. **The following items were Information/Discussion Items for the Committee:**
    - i. TransAction 2040 Update Listening Session: The Committee was invited to attend the October 9 Listening Session on the TransAction 2040 plan update.
    - ii. FY2021 CMAQ/RSTP Program Development Schedule: The Committee was informed of the schedule for the development of the draft project list for the programming of FY2021 CMAQ/RSTP funds.
    - iii. NVTA Office Move: the Committee was informed of the October 6 NVTA office move.

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**TECHNICAL ADVISORY COMMITTEE**

**MEMORANDUM**

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Randy Boice, Chair, Technical Advisory Committee

**DATE:** October 1, 2014

**SUBJECT:** Report from the Technical Advisory Committee

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1. **Purpose.** To provide an update to the Authority on recent activities of the Technical Advisory Committee (TAC).
2. **Discussion.** At our meeting on September 17, we had a detailed discussion on two important topics:
  - FY2015-16 Two Year Program; and
  - Long Term Benefits.
3. **FY2015-16 Two Year Program.** At our September 17 meeting, we received a detailed briefing from the Project Implementation Working Group (PIWG) regarding the draft project selection criteria for the Authority's upcoming FY15-16 Two Year Program. Subsequent to this presentation, I provided a summary of the TAC members' observations to NVTa staff for PIWG consideration, to ensure the TAC's perspective will be considered as the FY15-16 Two Year Program is developed.
4. **Long Term Benefits.** I shared our initial perspectives on this topic at the Authority's meeting on May 8. We continued this discussion at our May 21 meeting. The key outcome from our May meeting was an agreement to hold a joint meeting with NVTa's Long Term Benefits Subcommittee (LTBS), which occurred at our September 17 meeting. Subsequent to this joint meeting, I provided a summary of the TAC members' observations to NVTa staff, for the LTBS consideration, to ensure the TAC's perspective will be considered in the Long Term Benefits Subcommittee report to the Authority.
5. **Next steps.** As we look forward to our next meeting on October 15, I anticipate that our focus will return to the development of the scope of work for the long range plan update, including feedback from the Authority's 'Listening Session'.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Scott York, Chair Finance Committee

**DATE:** October 4, 2014

**SUBJECT:** October 3, 2014 Finance Committee Report

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1. **Purpose.** To provide a monthly report of the activities of the NVTa Finance Committee.
2. **Comments.** The Finance Committee last met on October 3, 2014. The next Committee meeting is scheduled for November 7, 2014.

**a. There were two Action Items in October:**

- i. Agreement Between the Northern Virginia Transportation Authority and the Arlington County Treasurer's Office. The proposed agreement between the Authority and the Arlington County Treasurer's Office will allow continued interagency cooperation related to completing large funds transfers in a safe, timely and efficient manner. The Finance Committee recommends Authority approval of the proposed agreement.
- ii. Authorization for Finance Committee Chair to Act for the Committee. It is anticipated the Series 2014 Bond Resolution will be presented to the Authority for approval on October 24, 2014. A briefing was received from the Authority's Financial Advisor, Bond Counsel and CFO on the upcoming bond resolution. The Committee Chair was authorized to review the bond resolution and act on the Committee's behalf in making a recommendation to the Authority.

**b. The Following were Information/Discussion Items for the Committee:**

- i. PayGo and Financing Cycle Planning and Coordination. The Committee initiated the development of long range financial planning tools, leading to a capital improvement type plan. The process will include examining the funding of the working capital reserve, interest costs, arbitrage and other compliance factors. Also to be examined are forms of finance, the roles of the PIWG, NVTa staff and Finance Committee in shaping recommendations to the Authority.
- ii. Update on NVTa Financing Activities and Schedule.
  1. The Committee received a progress report on the issuance of the Series 2014 Bonds. The Underwriter team has been selected with input from an advisory team of debt managers from Arlington, Fairfax, Loudoun and Prince William

Counties and finance officials from the City of Fairfax and the City of Manassas in accord with the Authority Debt Policy.

2. Rating agency presentations occurred on September 29 and 30. The NVTa presentation team included Chairman Nohe, the Executive Director and Chief Financial Officer. Anthony Griffin presented the Northern Virginia regional economic picture. PFM prepared the team and organized the presentations. Private ratings are expected in approximately two weeks.
3. The Series 2014 Bond Resolution is being prepared and is expected to be presented to the Authority on October 24. Authority staff is working closely in these activities with our Financial Advisor (PFM) and Bond Counsel (McGuireWoods). Closing and receipt of proceeds is expected prior to the end of the year.

- c. **NVTa Receipts Report.** The Committee received and reviewed a report on the final FY2014 and current FY2015 receipts and 30% jurisdiction distributions.
- d. **NVTa Operating Budget Report.** The Committee received and reviewed a report of August operational expenditures.

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Michael Longhi, Chief Financial Officer

**SUBJECT:** Report of NVT A Receipts

**DATE:** October 3, 2014

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1. **Purpose:** Update of HB 2313 receipts, revenue estimates and distributions.
2. **Background:** The attached reports reflect funding received or in process through September 2014. This report reflects the final (unaudited) FY2014 revenues.
3. **Comments:**
  - a. **FY2014 Revenue receipts (Attachment A)**
    - i. The Authority has received approximately \$285.6 million through the transfers from the Commonwealth.
    - ii. Actual to estimate comparison for revenues through September show a 2.02% negative variance of \$5.9 million. This is driven by lower than projected sales tax and transient occupancy tax receipts.
    - iii. This report reflects 12 months of collections (accrual basis) for Sales Tax, Grantors Tax and Transient Occupancy Tax.
    - iv. Total revenue received will be supportive of all FY2014 projects approved by the Authority.
  - b. **FY 2014 Distribution to localities (Attachment B)**
    - i. Through the month of September the Authority was still receiving FY2014 Transient Occupancy Tax revenues for two jurisdictions.
    - ii. Of the \$285.6 million received by the Authority for FY2014, approximately \$84.3 million in 30% local funds will have been transferred to member jurisdictions through the end of September.
    - iii. All jurisdictions are received their complete FY2014 30% transfers.
  - c. **FY 2015 Distribution to localities (Attachment C)**
    - i. The Authority received FY2015 revenue for Sales Tax, Grantors Tax and Transient Occupancy Tax in September.
    - ii. Approximately \$28.99 million was received of which \$8.69 million represents 30% funds for member jurisdictions.
    - iii. As of the preparation of this report four jurisdictions had completed the HB2313 required annual certification process to receive FY2015 30% funds. Postponements of transfers have been discussed with jurisdictional staff where appropriate.
  - d. **FY2014 to FY2015 Year to date Revenue Comparison (Attachment D).**
    - i. This chart reflects a year to year comparison of revenues received through September.
    - ii. While the chart reflects positive growth in the three revenue types the year to year history for the Authority is very limited.
    - iii. No changes to the FY2015 revenue estimates are recommended at this time.

**Attachments:**

- A. Revenues Received By Tax Type, Compared to NVTA Estimates, Through September 2014
- B. FY2014 30% Distribution by Jurisdiction
- C. FY2015 30% Distribution by Jurisdiction
- D. YTD Receipts Through September 2014 and 2013

**Coordination:**

Finance Committee



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA ESTIMATES**  
**Based on: Revenue Data Through September 2014**  
**FYE June 30, 2014**

<b>Grantors Tax</b>		<b>Received</b>		<b>FY 2014 Revenue</b>		<b>NVTA</b>		<b>Actual</b>		<b>Projected Variance</b>
<b>Transaction Months</b>	<b>12</b>	<b>To Date</b>	<b>With Accrual</b>	<b>FY 2014</b>	<b>Projection</b>	<b>To Projection</b>	<b>To Projection</b>			
City of Alexandria		\$3,129,852	\$2,883,433	\$	3,391,565	\$	(261,713)			
Arlington County		\$4,313,922	\$4,395,457	\$	4,574,287	\$	(260,365)			
City of Fairfax		\$367,004	\$341,880	\$	289,079	\$	77,925			
Fairfax County		\$15,696,118	\$15,299,922	\$	15,169,980	\$	526,138			
City of Falls Church		\$268,842	\$269,595	\$	261,761	\$	7,081			
Loudoun County		\$8,551,256	\$8,483,252	\$	6,093,105	\$	2,458,151			
City of Manassas		\$465,593	\$478,381	\$	271,303	\$	194,290			
City of Manassas Park		\$226,746	\$236,314	\$	148,806	\$	77,940			
Prince William County		\$4,989,612	\$4,908,119	\$	4,476,903	\$	512,709			
<b>Total Grantors Tax Revenue</b>		<b>\$ 38,008,947</b>	<b>\$ 37,296,355</b>	<b>\$</b>	<b>34,676,789</b>	<b>\$</b>	<b>3,332,158</b>			<b>9.61%</b>
<b>Regional Sales Tax*</b>		<b>Received</b>		<b>FY 2014 Revenue</b>		<b>FY 2014</b>		<b>Actual</b>		<b>Projected Variance</b>
<b>Transaction Months</b>	<b>12</b>	<b>To Date</b>	<b>With Accrual</b>	<b>FY 2014</b>	<b>Projection</b>	<b>To Projection</b>	<b>To Projection</b>			
City of Alexandria		\$14,996,328	\$14,862,957	\$	15,806,507	\$	(810,179)			
Arlington County		\$23,312,124	\$23,101,489	\$	24,473,867	\$	(1,161,743)			
City of Fairfax		\$7,028,117	\$7,202,608	\$	6,462,525	\$	565,592			
Fairfax County		\$99,716,693	\$99,028,038	\$	104,977,104	\$	(5,260,411)			
City of Falls Church		\$2,141,292	\$2,119,982	\$	2,470,340	\$	(329,048)			
Loudoun County		\$38,262,893	\$37,990,760	\$	39,833,324	\$	(1,570,431)			
City of Manassas		\$4,617,569	\$4,592,819	\$	4,568,248	\$	49,321			
City of Manassas Park		\$1,084,249	\$1,064,969	\$	920,350	\$	163,899			
Prince William County		\$32,212,081	\$32,047,267	\$	32,943,958	\$	(731,877)			
<b>Total Sales Tax Revenue*</b>		<b>\$ 223,371,345</b>	<b>\$ 222,010,889</b>	<b>\$</b>	<b>232,456,223</b>	<b>\$</b>	<b>(9,084,878)</b>			<b>-3.91%</b>
<b>Transient Occupancy Tax (TOT)</b>		<b>Received</b>		<b>FY 2014 Revenue</b>		<b>FY 2014</b>		<b>Annualized - Actual</b>		<b>Projected Variance</b>
<b>Transaction Months</b>	<b>11.63</b>	<b>To Date</b>	<b>With Accrual</b>	<b>FY 2014</b>	<b>Projection</b>	<b>To Projection</b>	<b>To Projection</b>			
City of Alexandria	12.00	\$ 2,827,753.10	2,644,326	\$	3,570,388	\$	(742,635)			
Arlington County	12.00	\$ 8,371,491.04	7,898,562	\$	8,890,830	\$	(519,339)			
City of Fairfax	9.00	\$ 205,520.55	274,027	\$	345,984	\$	(140,463)			
Fairfax County	12.00	\$ 9,507,032.63	8,527,394	\$	9,984,936	\$	(477,903)			
City of Falls Church	12.00	\$ 75,115.90	66,106	\$	141,857	\$	(66,741)			
Loudoun County	12.00	\$ 2,014,504.69	1,944,628	\$	806,445	\$	1,208,060			
City of Manassas	12.00	\$ 55,123.06	51,904	\$	77,750	\$	(22,627)			
City of Manassas Park		\$ -		\$	-	\$	-			
Prince William County	12.00	\$ 1,166,331.95	1,106,102	\$	530,452	\$	635,880			
<b>Total TOT Revenue</b>		<b>\$ 24,222,873</b>	<b>22,513,049</b>	<b>\$</b>	<b>24,348,642</b>		<b>(125,769)</b>			<b>-0.52%</b>
<b>Total Revenue Received</b>		<b>\$ 285,603,165</b>	<b>\$ 281,820,293</b>	<b>\$</b>	<b>291,481,654</b>	<b>\$</b>	<b>(5,878,489)</b>			<b>-2.02%</b>

\*The Regional Sales Tax is reported net of the following fees:

October Receipt	\$	210,894
November Receipt	\$	160,884
December Receipt	\$	133,857
January Receipt	\$	113,412
February Receipt	\$	36,110
March Receipt	\$	42,723
April Receipt	\$	30,158
May Receipt	\$	41,208
June Receipt	\$	48,659
July Receipt	\$	3,589
August Receipt	\$	52,524
	<u>\$</u>	<u>874,019</u>

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**FY 2014 30% DISTRIBUTION BY JURISDICTION**  
**FYE June 30 2014 - Including September Accrual**

Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	Total	30% Funds	NVTA Operational Budget FY2014 (-)	NVTA Operational Budget FY2015 (-)	Accrued Interest (3) (+)	Prior Distributions	Current Month Distribution	Total Funds Transferred
City of Alexandria	\$ 3,129,852.45	\$ 14,996,327.78	\$ 2,827,753.10	\$ 20,953,933.33	\$ 6,286,180.00	Paid Direct	Paid Direct	1,145.73	\$ 6,287,325.73	\$ -	\$ 6,287,325.73
Arlington County	\$ 4,313,922.25	\$ 23,312,123.69	\$ 8,371,491.04	\$ 35,997,536.98	\$ 10,799,761.09	\$ 55,609.93	\$ 108,050.00	1,964.44	\$ 10,637,565.60	\$ -	\$ 10,637,565.60
City of Fairfax	\$ 367,004.00	\$ 7,028,116.75	\$ 205,520.55	\$ 7,600,641.30	\$ 2,280,192.39	\$ 5,915.95	\$ 11,495.00	423.79	\$ 2,263,205.23	\$ -	\$ 2,263,205.23
Fairfax County	\$ 15,696,117.80	\$ 99,716,692.77	\$ 9,507,032.63	\$ 124,919,843.20	\$ 37,475,952.96	\$ 283,965.60	\$ 551,747.00	6,729.69	\$ 35,948,707.15	\$ 698,262.90	\$ 36,646,970.05
City of Falls Church	\$ 268,842.45	\$ 2,141,291.62	\$ 75,115.90	\$ 2,485,249.97	\$ 745,574.99	\$ 3,549.57	\$ 6,897.00	135.45	\$ 735,263.87	\$ -	\$ 735,263.87
Loudoun County	\$ 8,551,256.08	\$ 38,262,892.82	\$ 2,014,504.69	\$ 48,828,653.59	\$ 14,648,596.08	Paid Direct	Paid Direct	2,663.92	\$ 14,651,260.00	\$ -	\$ 14,651,260.00
City of Manassas	\$ 465,592.80	\$ 4,617,568.90	\$ 55,123.06	\$ 5,138,284.76	\$ 1,541,485.43	\$ 10,057.11	\$ 19,541.00	279.69	\$ 1,512,167.01	\$ -	\$ 1,512,167.01
City of Manassas Park	\$ 226,746.45	\$ 1,084,249.39	\$ -	\$ 1,310,995.84	\$ 393,298.75	\$ 3,549.57	\$ 6,897.00	71.55	\$ 382,923.73	\$ -	\$ 382,923.73
Prince William County	\$ 4,989,612.42	\$ 32,212,081.31	\$ 1,166,331.95	\$ 38,368,025.68	\$ 11,510,407.71	\$ 107,670.29	\$ 209,204.00	2,090.73	\$ 11,195,624.15	\$ -	\$ 11,195,624.15
<b>Total Revenue</b>	\$ 38,008,946.70	\$ 223,371,345.03	\$ 24,222,872.92	\$ 285,603,164.65	\$ 85,680,949.40	\$ 470,318.02	\$ 913,831.00	\$ 15,504.99	\$ 83,614,042.47	\$ 698,262.90	\$ 84,312,305.37

- 1 Net of Dept. of Taxation Fees  
2 County TOT includes any town collections  
3 Interest earned through 6/30/2014

XXII.B

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
FY 2015 30% DISTRIBUTION BY JURISDICTION**

**Based on: Receipts through September 2014**

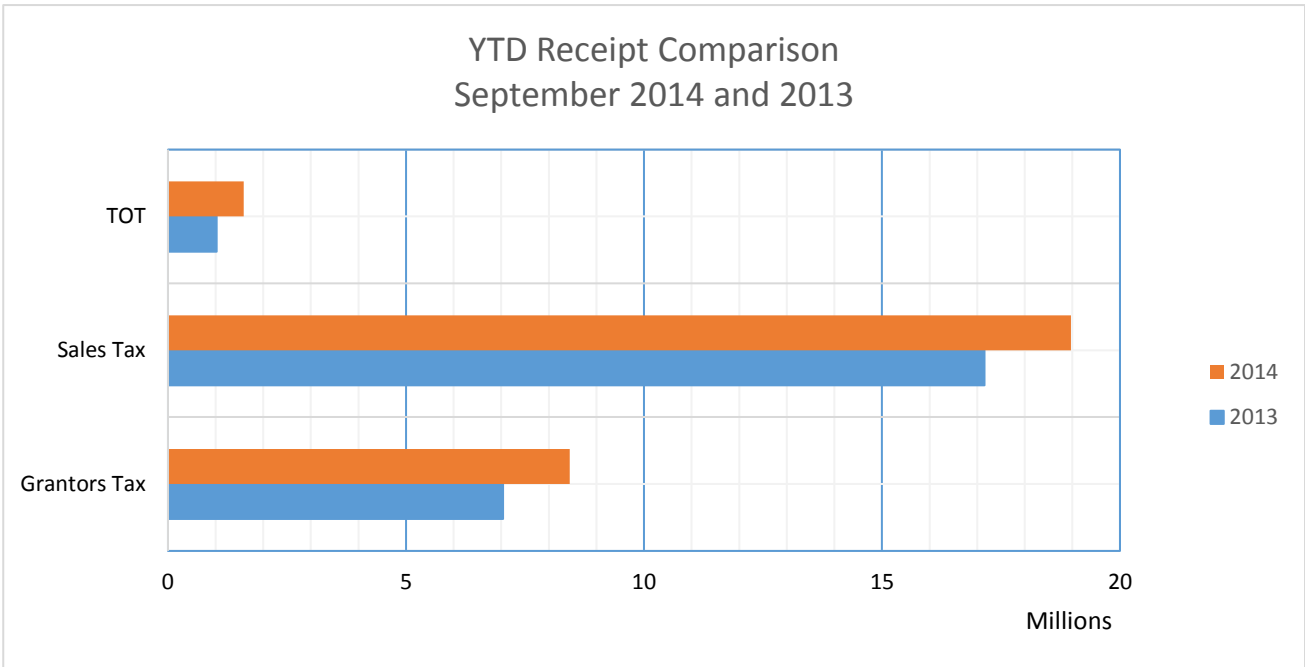
Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	Total	30% Funds	Accrued Interest (3) (+)	Prior Distributions	Current Month Distribution	Total Funds Transferred
City of Alexandria	\$ 682,451.90	\$ 757,978.99	\$ 338,112.59	\$ 1,778,543.48	\$ 533,563.04	10.38	\$	\$ 533,573.42	
Arlington County	\$ 853,782.45	\$ 1,928,025.72	\$ 774,151.39	\$ 3,555,959.56	\$ 1,066,787.87	20.77	\$ 146,746.08	\$ 920,062.56	\$ 1,066,808.64
City of Fairfax	\$ 61,203.30	\$ 550,963.99	\$ 101,649.10	\$ 713,816.39	\$ 214,144.92	3.46	\$	\$ 214,148.38	
Fairfax County	\$ 3,769,110.45	\$ 8,983,214.51	\$ 59,096.84	\$ 12,811,421.80	\$ 3,843,426.54	77.89	\$ 570,676.86	\$ 3,272,827.57	\$ 3,843,504.43
City of Falls Church	\$ 64,707.65	\$ 208,201.71	\$ 9,413.17	\$ 282,322.53	\$ 84,696.76	1.73	\$	\$ 84,698.49	
Loudoun County	\$ 1,880,476.80	\$ 3,232,042.52	\$ 187,976.42	\$ 5,300,495.74	\$ 1,590,148.72	31.15	\$ 305,350.76	\$ 1,284,829.11	\$ 1,590,179.87
City of Manassas	\$ 57,773.25	\$ 427,982.23	\$ 5,639.38	\$ 491,394.86	\$ 147,418.46	3.46	\$	\$ 147,421.92	
City of Manassas Park	\$ 45,808.50	\$ 106,475.94	\$ -	\$ 152,284.44	\$ 45,685.33	1.73	\$ 10,952.73	\$ 34,734.33	\$ 45,687.06
Prince William County	\$ 1,023,015.29	\$ 2,773,465.86	\$ 115,854.94	\$ 3,912,336.09	\$ 1,173,700.83	22.50	\$	\$ 1,173,723.33	
<b>Total Revenue</b>	<b>\$ 8,438,329.59</b>	<b>\$ 18,968,351.47</b>	<b>\$ 1,591,893.83</b>	<b>\$ 28,998,574.89</b>	<b>\$ 8,699,572.47</b>	<b>\$ 173.08</b>	<b>\$ 1,033,726.43</b>	<b>\$ 7,666,019.12</b>	<b>\$ 6,546,180.00</b>

1 Net of Dept. of Taxation Fees

2 County TOT includes any town collections

3 Interest earned through 8/31/2014

XXII.C



## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe Members  
Northern Virginia Transportation Authority

**FROM:** Michael Longhi, Chief Financial Officer

**SUBJECT:** NVTa Operating Budget

**DATE:** October 3, 2014

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1. **Purpose:** To update the Authority on the NVTa Operating Budget for FY2015.
2. **Background:** The NVTa operating budget is funded through the participating jurisdictions. All jurisdictions have contributed their respective share of the FY2015 operating budget.
3. **Comments:** The Authority ended FY2014 with a greater than expected budget surplus. The surplus amount of \$24,142 (unaudited) is reflected in the income section of the attached report as a positive variance. Two months into FY2015, expenditures are in line with the budget.

**Attachment:** FY2015 Operating Budget through August 31, 2014

**Coordination:** NVTa Finance Committee

## XXIII. ATTACHMENT

Northern Virginia Transportation Authority FY 2015 Operating Budget August 31, 2014				
INCOME:	Approved Budget	Actual Receipts	Anticipated	Variance Budget to Actual
Budget Carryforward	\$ 270,000.00	\$ 294,142.00	\$ -	\$ 24,142.00
Interest (70% Regional Revenues) *				-
Billed to Member Jurisdictions	1,149,473.00	1,149,473.00		-
Misc. Income				-
Reimbursement -LOC Cost of Issuance				-
<b>Total Income</b>	<b>1,419,473.00</b>	<b>1,443,615.00</b>	<b>-</b>	<b>24,142.00</b>
EXPENDITURES:	Approved Budget	Actual Expenditures	Committed	Variance Budget to Actual
<b>Personnel Expenditures</b>				
Salaries	\$ 611,290.00	\$ 91,905.04	\$ -	\$ 519,384.96
Benefits	180,350.00	23,227.28	-	157,122.72
Taxes	48,100.00	7,212.39	-	40,887.61
<b>Personnel Subtotal</b>	<b>839,740.00</b>	<b>122,344.71</b>	<b>-</b>	<b>717,395.29</b>
<b>Professional Service</b>				
Audit/Accounting	27,500.00	-		27,500.00
Banking Services	1,000.00	-	-	1,000.00
Insurance	3,700.00	3,689.00	-	11.00
Payroll Services	2,000.00	175.95		1,824.05
Transaction Update Outreach	46,200.00	-		46,200.00
Public Outreach	23,800.00	-	-	23,800.00
<b>Professional Subtotal</b>	<b>104,200.00</b>	<b>3,864.95</b>	<b>-</b>	<b>100,335.05</b>
<b>Technology/Communication</b>				
Accounting & Financial Reporting System	25,000.00	-	-	25,000.00
Hardware Software & Peripherals Purchase	7,000.00	-	-	7,000.00
IT Support Services including Hosting	11,794.00	2,422.00	-	9,372.00
Phone Service	7,060.00	889.28	-	6,170.72
Web Development & Hosting	30,000.00	10.00	-	29,990.00
<b>Subtotal Technology/Communication</b>	<b>80,854.00</b>	<b>3,321.28</b>	<b>-</b>	<b>77,532.72</b>
<b>Administrative Expenses</b>				
Advertisements	6,000.00	-		6,000.00
Dues & Subscriptions	2,500.00	410.00		2,090.00
Duplication/Printing	15,000.00	-		15,000.00
Furniture/Fixtures	58,000.00	17,897.63		40,102.37
Meeting Expenses	3,600.00	176.16		3,423.84
Mileage/Transportation	7,200.00	300.00		6,900.00
Miscellaneous Expense (moving expense)	5,000.00	-		5,000.00
Office Lease	50,000.00	3,690.00		46,310.00
Office Supplies	5,200.00	604.61		4,595.39
Postage/Delivery	600.00	-		600.00
Professional Development/Training	5,000.00	310.00		4,690.00
<b>Subtotal Administrative Expenses</b>	<b>158,100.00</b>	<b>23,388.40</b>		<b>134,711.60</b>
<b>Expenditure Subtotal</b>	<b>1,182,894.00</b>	<b>152,919.34</b>	<b>-</b>	<b>1,029,974.66</b>
<b>Operating Reserve (20%)</b>	<b>236,579.00</b>	<b>-</b>		<b>236,579.00</b>
<b>Total Expenditures</b>	<b>1,419,473.00</b>	<b>152,919.34</b>	<b>-</b>	<b>1,266,553.66</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ 1,290,695.66</b>	<b>\$ -</b>	<b>\$ 1,290,695.66</b>
<b>Member Jurisdiction Support</b>				
<b>Jurisdiction</b>	<b>2010 Population</b>	<b>FY 2015 Support Amounts</b>		
City of Alexandria	6.30%	\$ 72,417		
Arlington County	9.40%	\$ 108,050		
City of Fairfax	1.00%	\$ 11,495		
Fairfax County	48.00%	\$ 551,747		
City of Falls Church	0.60%	\$ 6,897		
Loudoun County	14.20%	\$ 163,225		
City of Manassas	1.70%	\$ 19,541		
City of Manassas Park	0.60%	\$ 6,897		
Prince William County	18.20%	\$ 209,204		
		\$ 1,149,472		

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### MEMORANDUM

**TO:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** William Euille, Chair Financial Working Group

**DATE:** October 6, 2014

**SUBJECT:** Report of the Financial Working Group

---

Since the September 11, 2014, Authority meeting, the Financial Working Group has continued its efforts to implement the financial aspects of HB 2313. Several subcommittee meetings were also held during this period. The working group's significant activities are discussed below.

#### Agreements

A joint subcommittee of the Financial Working Group and the Council of Counsels prepared four agreements for the Authority's consideration. With the Authority's action on July 24, 2014, each of the four agreements was approved. However, there is one agreement that required revision. Following the Authority's adoption of the Standard Project Agreement for projects funded with the 70 percent funding that the Authority is retaining, several issues with the agreement surfaced specifically as it affects projects that will be implemented directly by VDOT. The subcommittee and VDOT staff have worked to resolve several inconsistencies between the requirements the General Assembly placed on the Authority and VDOT's statutory and policy requirements. The parties have reached agreement, and the revised Standard Project Agreement for projects being implemented by VDOT is included on the agenda for the Authority's October 9, 2014, meeting as agenda item XII. The Authority's action on this item will allow several of the projects approved on July 24, 2013, to move forward.

#### Series 2014 Bonds

The Authority is implementing its FY2014 plan of finance by preparing for the issuance and sale of the Series 2014 Bonds. The Authority will refinance the line of credit established with the Bank of America through the issuance of the Series 2014 Bonds. The preliminary financing schedule for the series 2014 Bonds contemplates closing prior to December 31, 2014. The underwriter team for the bonds has been selected with input from an advisory team of debt

managers and finance officials from Arlington, Fairfax, Loudoun and Prince William counties and the cities of Fairfax and Manassas. The selection advisory team was formed in accord with the Authority Debt Policy.

Rating Agency presentations occurred on September 29 and 30. The NVTa presentation team included Chairman Nohe, the Executive Director and Chief Financial Officer. Anthony Griffin presented the Northern Virginia regional economic picture. Private ratings are expected in approximately two weeks.

#### Revenue Collections

Through September 2014, the Commonwealth has transferred \$285.6 million in FY2014 revenues to the Authority. The Authority has received \$28.99 million in FY2015 revenues through the end of September. The Authority has distributed 30 percent funding to four jurisdictions, and is working with the other five jurisdictions to complete FY2014 certifications, so that FY2015 revenues can be distributed.

#### Measurement of Long-Term Benefit

HB 2313 requires that each jurisdiction's long-term benefit from the implementation of the regional projects, supported by the 70 percent of funding that the Authority will retain, be proportional to its share of the revenues collected. To better determine "long-term benefit," the Working Group established a subcommittee to discuss alternatives. The subcommittee discussed alternative ways to measure benefit for both highway and transit projects, and prepared draft recommendations. These draft recommendations were discussed with the Authority's Technical Advisory Committee (TAC) on September 17 and the Jurisdiction and Agency Coordinating Committee (JACC). The TAC and the JACC provided several comments which the subcommittee is incorporating into the recommendations. The Financial Working Group will discuss the recommendations as part of the Authority's work session on October 24.

Members of the Financial Working Group, the Council of Counsels and I will be available at the NVTa meeting on October 9, 2014, to answer questions.

Cc: Members, NVTa Jurisdiction and Agency Coordinating Committee

Members, NVTa Financial Working Group

Members, NVTa Council of Counsels

Monica Backmon, Executive Director

Michael Longhi, Chief Financial Officer



**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**MEMORANDUM**

**FOR:** Chairman Martin E. Nohe and Members  
Northern Virginia Transportation Authority

**FROM:** Monica Backmon, Executive Director

**DATE:** October 6, 2014

**SUBJECT:** Executive Director's Report

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- 1. Purpose:** To inform Authority of items of interest not addressed in other agenda items.
- 2. TransAction 2040 Update Listening Session:** A Listening Session on the update for the Authority's Long Range Transportation Plan was held on October 9<sup>th</sup> prior to the start of the Authority meeting. The purpose of the Listening Session was to gather early input for the scope of work for the TransAction 2040 Update Request for Proposals (RFP). A copy of the presentation given at the Listening Session as well as the flyer is attached. The comment period for the Listening Session ends on November 11<sup>th</sup>.
- 3. Advancing FY14 Projects:** As of the NVTa action on October 9<sup>th</sup>, the Authority has approved 18 Standard Project Agreements (SPA) for the FY14 projects. The approval of these agreements is the first step to advancing the approved FY14 projects. The attached handout details the status of the projects with approved SPAs.
- 4. Mapping:** The NVTa staff has developed an interactive map of the FY14 approved projects using Google Earth. The map will be an important visual tool for the public and anyone interested in monitoring the progress of the NVTa funded projects. The map shows which corridor the project is located (per the corridors identified in TransAction 2040), the locality in which the project is located, project type, project description and the NVTa approved funding for the project.
- 5. Joint Commission on Transportation Accountability (JCTA):** The state budget requires the Authority to prepare a report on the usage of the Northern Virginia Transportation Authority Fund, pursuant to the provisions of HB 2313. This report is due to the JCTA by November 15<sup>th</sup>.
- 6. Commonwealth Transportation Board Fall Transportation Meeting:** The CTB's fall public hearing is scheduled for Thursday, October 16<sup>th</sup> at the VDOT Alliance Drive office in Fairfax. The Authority has been invited to display presentation materials on our regional initiatives and priorities. The NVTa staff will man the display table and speak to the NVTa priorities and initiatives. We will also display the interactive maps of the FY14 projects.

- 7. NVTA Work-Session:** At the May 8, 2014 NVTA meeting, the Technical Advisory Committee (TAC) brought forth recommendations regarding how the Long Term Benefits provision per HB 2313 should be assessed. After the discussion with the TAC, the Authority directed staff to bring forth a plan for NVTA consideration prior to the end of the calendar year. In order to meet this directive, a one-day Work-session with the Authority has been scheduled to vet principles and concepts resulting from recommendations of the Long Term Benefits Subcommittee and the TAC. The Work-session will be held on Friday, October 24<sup>th</sup>.
- 8. NVTA Office Move:** The Authority is now housed in its new location at 3040 Williams Drive, Suite 200! The November and December meetings will be held in our new location.

**Attachments:**

- A.** FY14 Transportation Projects Advancing as of October 9, 2014
- B.** TransAction 2040 Update Listening Session Flyer and PowerPoint Presentation



# NVTA Project Funding ~~Moves~~ **XXVIA** Ahead!

## *18 Transportation Projects Funded as of October 2014*

As of October 2014, six additional projects have approved Standard Project Agreements and can be advanced for funding including, four projects from Arlington County; one project from the City of Fairfax; and one project from the City of Falls Church.

### **ARLINGTON COUNTY**

**Blue/Silver Line Mitigation** – Purchase of four new transit buses to introduce Silver Line connecting service. Arlington Transit will use the four 19 passenger buses to add capacity on the ART 43 Route between Crystal City, Rosslyn, and Court House.

- **NVTA Funds:** \$1 million
- **Status:** Buses acquired in March 2014. The service was initiated on March 31, 2014.

**Boundary Channel Drive Interchange** – Constructs two roundabouts at the terminus of the ramps from I-395 to Boundary Channel Drive, which eliminate redundant traffic ramps to/from I-395. In addition, the project will create multi-modal connections to/from the District of Columbia that will promote alternate modes of commuting into and out of the district.

- **NVTA Funds:** \$4,335,000
- **Status:** Planning and design underway.

**Columbia Pike Multimodal Improvement** – Includes a modified street cross-section with reconfigured travel and transit lanes, medians and left-turn lanes, utility undergrounding and other upgrades along Arlington's 3.5 mile Columbia Pike corridor from the Fairfax County line on the west end to Four Mile Run.

- **NVTA Funds:** \$ 12 million.
- **Status:** Design underway

**Crystal City Multimodal Center** – Provides four additional saw-tooth bus bays for commuter and local bus services, seating, dynamic information signage, lighting, additional bicycle parking, curbside management plan for parking, kiss and ride, and shuttles, and pedestrian safety improvements along 18th Street South between South Bell Street and South Eads Streets.

- **NVTA Funds:** \$1.5 million
- **Status:** Construction starts in late October, with completion to coincide with opening of Arlington's portion of the Metroway dedicated facilities, scheduled for March 2015.

## LOUDOUN COUNTY

**Leesburg Park and Ride** – Funding of land acquisition for a second Leesburg Park and Ride facility to accommodate a minimum of 300 spaces.

- **NVTA Funds:** \$1 million
- **Status:** In process of acquiring the identified property.

**LC Transit Buses** – New transit buses to introduce Silver Line connecting service.

- **NVTA Funds:** \$880,000.
- **Status:** In process of ordering buses.

**Belmont Ridge Road (North)** – Widening of Belmont Ridge between Gloucester Parkway and Hay Road Segment, including a grade separation structure to carry the W&OD trail over Belmont Ridge Road.

- **NVTA Funds:** \$ 20 million.
- **Status:** Contractor selection in process for Design/Build. VDOT will issue an RFP this fall.

**Route 28 Hot Spot Improvements** – Loudoun segments of Route 28 improvements from Sterling Blvd. and the Dulles Toll Road.

- **NVTA Funds:** \$12.4 million
- **Status:** In process

## PRINCE WILLIAM COUNTY

**Route 1 Widening from Featherstone Road to Marys Way** – Widen Route 1 from a 4 lane undivided highway to a 6 lane divided highway; including a multi-use trail on west side and a sidewalk on the east side.

- **NVTA Funds:** \$3 million
- **Status:** County has secured a firm, is currently in contract negotiations, and will be before the Prince William County Board of Supervisors for approval in November.

**Route 28 Widening from Linton Hall Road to Fitzwater Drive** -- Widen from a 2-lane undivided roadway to a 4-lane divided highway. Project includes relocation and re-alignment of Route 215 (Vint Hill Road) and construction of a multi-use trails on the south side and a sidewalk on the north side.

- **NVTA Funds:** \$28 million
- **Status:** Project is in Phase 2 and Prince William County acquiring Right-of-Way.

## *CITY OF FAIRFAX*

**Chain Bridge Road Widening/Improvements from Route 29/50 to Eaton Place** – Widens Route 123 (Chain Bridge Road) to six lanes, improves the lane alignments of the roadway approaches for the intersection of Route 29/50 (Fairfax Boulevard) at Route 123 and improves pedestrian accommodations at all legs of the intersection. Includes extensive culvert improvements to eliminate roadway flooding caused by the inadequate culvert under Route 123.

- **NVTA Funds:** \$5 million
- **Status:** Right of Way acquisition.

## *CITY OF FALLS CHURCH*

**Bus Stops Changes** – Includes the provision of shelters and pedestrian way-finding information. Also includes consolidation of existing stops, design, ROW acquisition, and construction for bus stop changes along Route 7, and provision of bus shelters.

- **NVTA Funds:** \$200,000
- **Status:** Final engineering review; procurement during winter 2014/15.

## *POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION*

**Gainesville New Service Bus** – Funding to acquire one commuter bus for new PRTC Gainesville Service.

- **NVTA Funds:** \$559,275.00
- **Status:** Delivery of bus in Spring 2014; approved for payment in August 2014.

## *VIRGINIA RAILWAY EXPRESS (VRE)*

**Gainesville to Haymarket Extension** – Corridor study and preliminary development of an 11-mile VRE extension from Manassas to Gainesville-Haymarket.

- **NVTA Funds:** \$1.5 million
- **Status:** Target to issue an RFP this fall, award in early 2015.

## *NORTHERN VIRGINIA TRANSPORTATION COMMISSION*

**Transit Alternatives Analysis (Route 7 Corridor Fairfax County/Falls Church/Arlington County/Alexandria)** – Corridor study to study transit options on Route 7.

- **NVTA funds** – \$838,000 (100 percent of study cost)
- **Status** – Study underway, expected complete in summer 2015



**Intersection improvements (Herndon Parkway/Sterling Road)** – Funding for street capacity improvements for congestion relief.

- **NVTA funds** – \$500,000 (100% ROW/Construction)
- **Status** – Construction underway, expected complete in 2014

**Intersection improvements (Herndon Parkway/Van Buren Street)**—Funding for street capacity improvements for congestion relief.

- **NVTA funds** – \$500,000 (total cost to complete construction \$3 million, with \$2.5 million in RSTP funding)
- **Status** – Procurement, award expected in October 2014

**Access improvements (Silver Line Phase II – Herndon Metrorail Station)**

- **NVTA funds** – \$1.1 million (*Total cost to complete construction \$2 million; \$0.9 million in CMAQ funding*)
- **Status** – Procurement, award expected in December 2014

# JOIN US FOR AN NVTA LISTENING SESSION

## WHEN

**October 9, 2014**  
**5pm – 6:30pm**

## WHERE

**City Hall - Fairfax**

10455 Armstrong Street -- Fairfax, Virginia

Introductions at 5:00pm • Presentation at 5:15pm • Listening  
Session at 5:30pm • Session Concludes at 6:30pm •  
For more information on how to prepare for the Listening  
Session please visit: [www.TheNoVaAuthority.org](http://www.TheNoVaAuthority.org)



**THE  
AUTHORITY  
WANTS TO  
HEAR FROM  
YOU!**

**NVTA is preparing for  
the TransAction 2040  
Long-Range  
Transportation Plan  
Update to begin in  
2015.**

**What elements do  
you want to see in  
the next long-range  
transportation plan?**

**Join us.  
Tell us.  
Get involved.**

# TransAction 2040 Update - Listening Session

October 9, 2014



Northern Virginia  
Transportation Authority  
*The Authority for Transportation in Northern Virginia*



# Background

## ***What's TransAction?***

The long range transportation plan for the Northern Virginia Transportation Authority (NVTA).

## ***Why is it important?***

NVTA provides funding for regional transportation projects in Northern Virginia. To receive funds, projects must be in TransAction.



# Background – NVTA History

- NVTA was established in 2002 by the General Assembly.
- Original mission:
  - Develop a long range transportation plan.
  - Support programs to relieve congestion and improve air quality.
  - Advocate for transportation needs.



# Background – NVRTA Membership

## **17 Board members:**

- 1 elected official from each of the 4 counties and 5 cities (9 total).
- 2 members of the House of Delegates.
- 1 State Senator.
- 2 citizens appointed by the Governor, including 1 member of the Commonwealth Transportation Board.
- 1 member rotated from among the towns (non-voting).
- The Commonwealth Transportation Commissioner or his designee.
- The Director of the Department of Rail and Public Transportation.





# Background – NVRTA Funding

- In 2013 the General Assembly passed HB2313, imposing new taxes dedicated to transportation funding.
  - Sales tax
  - Transient Occupancy Tax
  - Grantors tax
- HB2313 raises up to \$300 million annually.
- NVRTA is responsible for programming 70% of the revenues on *regionally significant* projects



# TransAction – Long Range Plan

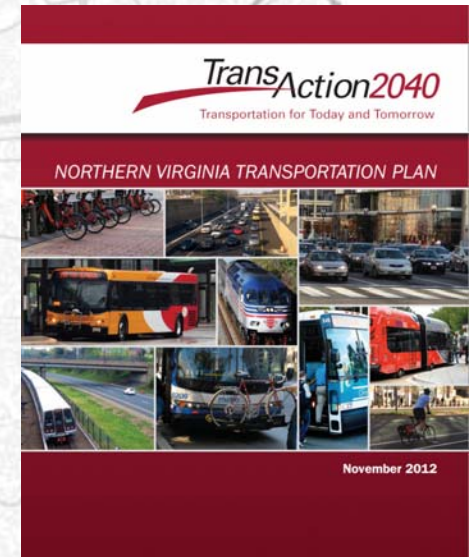
- Code of Virginia §15.2-4830.1 requires NVTa prepare a regional transportation plan.
- The Authority updates the plan every 5 years
  - TransAction 2030 adopted 2006
  - TransAction 2040 adopted 2012
- Not fiscally constrained





# TransAction 2040 Vision (2012)

*"In the 21st century, Northern Virginia will develop and sustain a multimodal transportation system that supports our economy and quality of life. It will be fiscally sustainable, promote areas of concentrated growth, manage both demand and capacity, and employ the best technology, joining rail, roadway, bus, air, water, pedestrian and bicycle facilities into an interconnected network."*

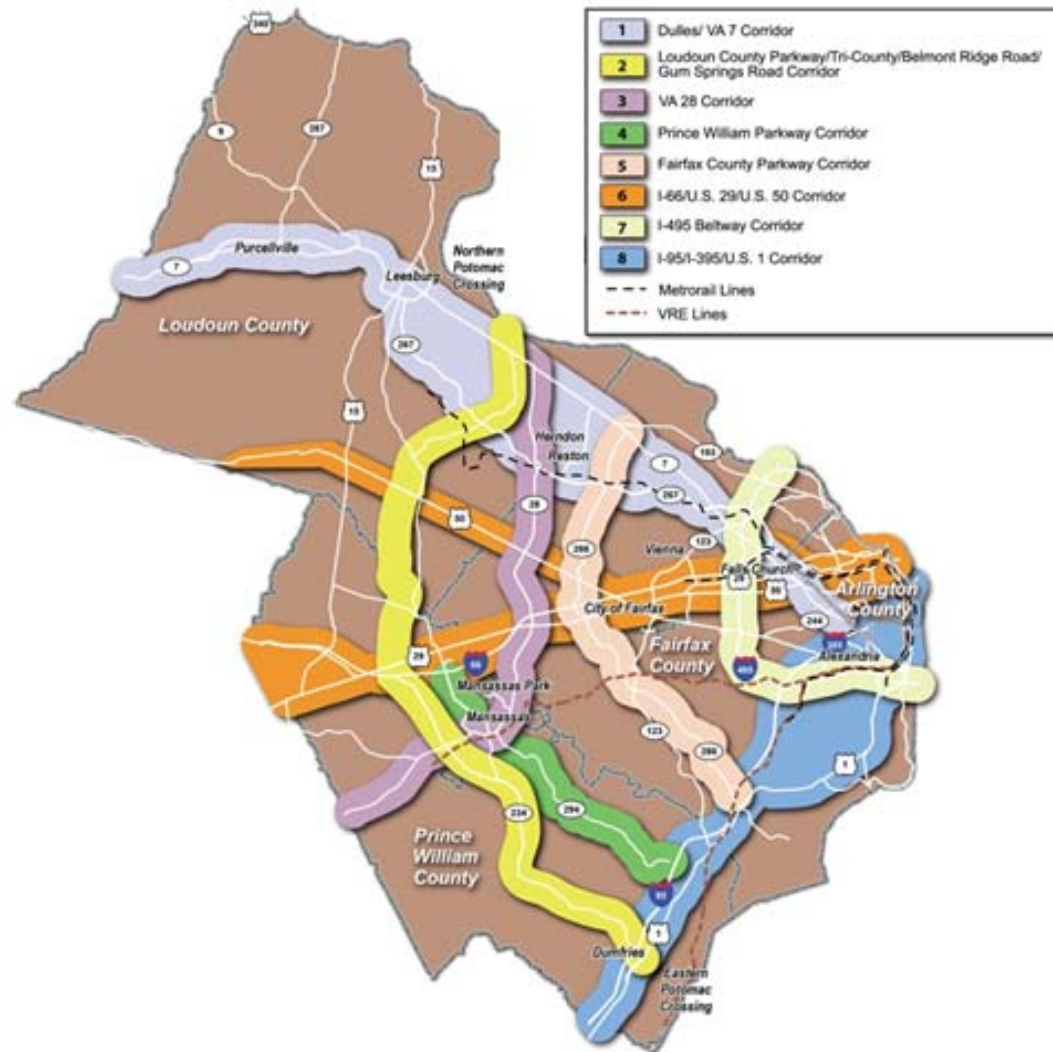


# TransAction 2040 Goals (2012)

- Provide an integrated, multimodal transportation system
- Provide responsive transportation service to customers
- Respect historical and environmental factors
- Maximize community connectivity by addressing transportation and land use together
- Incorporate the benefits of technology
- Identify funding and legislative initiatives needed to implement the Plan
- Enhance Northern Virginia relationships among jurisdictions, agencies, the public and the business community



# TransAction Regional Corridors





# TransAction 2040 Projects (2012)

- 207 total projects
  - All NVRTA jurisdictions
  - Multimodal: Roads, transit, bike/ped, TDM
- Total cost: \$27.5 billion
  - Not fiscally constrained
- Subject to Performance Evaluation Criteria





# Why Are We Here Tonight?

- To begin the next TransAction update
  - Prepare RFP in late 2014 / early 2015
  - RFP & consultant selection in 2015
  - Adoption in 2017
- Goal tonight: To gather early input for the scope of work for the TransAction Update Request for Proposals.



# Listening Session Process

- We want to hear from you
- Submit comments via:
  - 3 minute speaking opportunity tonight
  - Written comments tonight
  - Email comments to [TA2040Update@TheNoVaAuthority.org](mailto:TA2040Update@TheNoVaAuthority.org)
  - Online comment form at [TheNoVaAuthority.org](http://TheNoVaAuthority.org)
  - Record open until November 7





# Three Questions

1. *What do you believe should be the guiding principles for the update of TransAction?*
2. *What would you like to see included and/or addressed in the update of TransAction? For example, the 2040 Performance Evaluation Criteria included:*
  - *Provide an integrated, multimodal transportation system.*
  - *Provide responsive transportation service to customers.*
  - *Respect historical and environmental factors.*
  - *Maximize community connectivity by addressing transportation and land use together.*
  - *Incorporate the benefits of technology.*
  - *Identify funding and legislative initiatives needed to implement the Plan.*
3. *What methods, process, and/or topics are most important to you for inclusion in the update of TransAction 2040?*

