



REVISED

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

The Authority for Transportation in Northern Virginia

Thursday, May 8, 2014

7:00 pm

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

AGENDA

- I. Call to Order** Chairman Nohe
- II. Roll Call** Ms. Speer, Clerk
- III. Minutes of the April 17, 2014 Meeting**
*Recommended action: Approval [with abstentions
from those who were not present]*

Consent Agenda

*Recommended action: Approval of items IV – VIII [which includes the
recommendations for each item].*

- IV. Project Agreement for PRTC – Regional Funding Project 998-14-002-1-06
(PRTC New Gainesville Service Bus)**
Recommended action: Approval of project agreement.
- V. Project Agreement for the Town of Herndon – Regional Funding Project
384-14-003-1-01 (Herndon Parkway Intersection Improvements at Van
Buren Street)**
Recommended action: Approval of project agreement.
- VI. Project Agreement for the Town of Herndon – Regional Funding Project
384-14-004-1-01 (Herndon Metrorail Intermodal Access Improvements)**
Recommended action: Approval of project agreement.
- VII. Project Agreement for the Town of Herndon – Regional Funding Project
384-14-005-1-03 (Herndon Parkway Intersection Improvements at Sterling
Road)**
Recommended action: Approval of project agreement.
- VIII. Project Agreement for Prince William County – Regional Funding Project
153-14-006-1-08 (Route 1 from Featherstone Road to Marys Way)**
Recommended action: Approval of project agreement.

Additional Action Items

IX. Funding of Matched Reserve Chairman York, Chair, Finance Committee
Recommended action: Approval of transfers to fund matched reserve.

X. Planned Use and Commitment of FY2014 Regional Revenue Balance
Chairman York, Chair, Finance Committee
Recommended action: Approval of recommended commitment.

XI. FY2015 Revenue Estimates Chairman York, Chair, Finance Committee
Recommended action: Approval of estimates.

XII. FY2015 Budget Mr. Mason, Interim Executive Director
Recommended action: Approval of FY2015 budget.

Discussion/Information

XIII. Finance Committee Report Chairman York, Chair, Finance Committee

XIV. Technical Advisory Committee Report Mr. Boice, Chair, TAC

XV. JACC Approval of Reallocation of RSTP/CMAQ Funds for Town of Vienna
Ms. Backmon, Chair, JACC

XVI. Status of MOAs Mr. Mason, Interim Executive Director

XVII. NVTa Revenue Receipts Report Mr. Longhi, CFO

XVIII. NVTa Operating Budget Report Mr. Longhi, CFO

XIX. General Ledger Accounting System Mr. Longhi, CFO

XX. Financial Working Group Chair Euille

XXI. Project Implementation Working Group Chair Nohe

XXII. Executive Director's Report Mr. Mason, Interim Executive Director

XXIII. Chairman's Comments

Adjournment

XXIV. Adjournment

Correspondence

- Letter to Treasury Board of the Commonwealth of Virginia
- Letter from Virginia Sierra Club, et. al.

Next Meeting: June 12, 2014 – 7:00 pm

3060 Williams Drive (Suite 510)
Fairfax, Virginia

Northern Virginia Transportation Authority
3060 Williams Drive (Suite 510)
Fairfax, VA 22031
www.TheNovaAuthority.org



NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

The Authority for Transportation in Northern Virginia

Thursday, April 17, 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 7:06pm.

II. Roll Call

Ms. Speer, Clerk

- Voting Members: Chairman Nohe; Board Member Hynes; Chairman York; Chairman Bulova; Mayor Silverthorne (arrived 7:34pm); Council Member Rishell; Council Member Snyder (arrived 7:20pm); Ms. Bushue; Mr. Garczynski.
- Non-Voting Members: Mrs. Cuervo; Mr. Page.
- Staff: John Mason (Interim Executive Director); Keith Jasper (Program Coordinator); Michael Longhi (CFO); Camela Speer (Clerk); Peggy Teal (Accountant); various jurisdictional staff.

III. Minutes of the March 13, 2014 Meeting

- Chairman York moved to approve the minutes of March 13, 2014; seconded by Chairman Bulova. Motion carried with six (6) yeas and one (1) abstention [with Mr. Garczynski abstaining as he was not at the March meeting].

Action Items

IV. Project Agreement for NVTC – Regional Funding Project 999-001-1-01 – Transit Alternatives Analysis Study of the Route 7 Corridor (King Street, Alexandria to Tysons Corner) (Phase II)

Mr. Mason, Interim Executive Director

- Mr. Mason introduced the first Special Project Agreement for Authority approval. Explained the motion has a caveat that the Authority not sign off on the agreement until the adoption of the state budget by the General Assembly.
- Chairman York moved approval of the proposed Standard Project Agreement 999-14-001-1-01 - Transit Alternatives Analysis Study of the Route 7 Corridor (King Street, Alexandria to Tysons Corner) (Phase II); and that the Interim Executive Director sign it on behalf of the Authority conditioned upon

language included in the General Assembly's adopted FY2015/2016 budget; seconded by Board Member Hynes. Motion carried unanimously.

V. NVTB Testimony for Commonwealth Transportation Board

Ms. Dominguez, Vice Chair, JACC

- Ms. Dominguez reviewed the draft CTB testimony and highlighted changes from previous years.
 - ✓ Addresses importance of HB2313 and working with VDOT in this process, especially in regards to the HB599 study.
 - ✓ Notes the need to retain our fair share of statewide funding required by HB2313. Requests that VDOT engage the Authority and our local governments sooner in the Six-Year improvement program process, as it is going to be a combination of statewide, local and regional (70% and 30%) funds. Suggests the three should work together to figure out how to fund projects ahead of time as that might be more effective to funding coordination.
 - ✓ Previous legislation allows CTB to allocate up to \$500 million to projects before funds begin to flow through the construction formula. This was passed in 2012 and is supposed to sunset in 2020. In the past with revenue projections, money was going to start flowing through the formula in 2017, which means the secondary urban programs would start getting funding then again. Due to new revenue projections, that is not expected until 2020. As all members know, there has been no money in secondary programs since 2010 and at that time it was a small amount. Testimony asks that due to new revenue projections and the importance of our secondary and urban programs that the CTB use discretion to allow some funds to flow through this construction formula.
 - ✓ Acknowledges HB2 and lets the CTB know that the Authority is ready and willing to work with them on this process as it begins.
 - ✓ Provisions about land use.
 - ✓ Update on transit service delivery advisory commission.
 - ✓ Secretary of Transportation has announced that he is beginning a new update of VTrans which is a statewide multimodal plan. Will include a comprehensive review of all statewide transportation needs. Notes that the Authority believes approach for this update looks promising and is ready and willing to work through this process.
- Board Member Hynes asked about walking and bicycling. Suggested the Authority might request that State begin to gather data on these modes as they relate to trips that help solve congestion, people that are using these modes to commute. There was general agreement with this suggestion and Ms. Dominguez confirmed she would incorporate such language.
- Mr. Garczynski stated that this is being done now and that we will hear more about it from the performance indices. In congestion mitigation the bike situation is one of the components. We can state this in the testimony, but it is in the process. Study for year 2012 should be out in next 30-45 days.

- Ms. Dominguez added that the TPB does some of that tracking so it might be good to note “in coordination with”.
- Board Member Hynes clarified that she would like to get it into the Authority testimony that we are interested in that mode and gathering that type of mode data as we do our work on congestion.
- Ms. Dominguez concluded that the hearing for Northern Virginia is scheduled next Thursday, April 24 at 6pm at VDOT Northern Virginia offices.
- Chairman Nohe noted that at the last CTB public hearing VDOT invited him to sit at table with those receiving testimony, as opposed to being in audience and listening. He thanked Ms. Cuervo for the opportunity and acknowledged that this is an important step toward communicating the partnership that exists between VDOT, CTB and NVTa. He clarified that he will not read all of the NVTa testimony at the meeting, as CTB and VDOT officials helped draft it. Chairman Nohe added that he believes this sends just the right message, that the relationship between the agencies is truly a partnership.
- Mr. Garczynski noted that Secretary Lane and Commissioner Kilpatrick will both be in attendance.
- Board Member Hynes moved approval of the draft testimony with amendment as discussed [inclusion of bike/ped data]; seconded by Chairman Bulova. Motion carried unanimously.

VI. Budget Guidelines – FY2015

Mr. Mason, Interim Executive Director

- Mr. Mason introduced the staff proposed budget guidelines for FY2015. He explained that in as much as this is the first year in which there is an NVTa staff, it is a good practice to have the Authority approve a set of budget guidelines or parameters before presenting the draft budget to the Authority for next year. This gives a confidence level to the staff that they have the correct parameters as they develop the budget. He stated there are no surprises in the budget guidelines in terms of actual numbers presented.
- Mr. Mason called attention to item 4.b. in the memo presented to the Authority, which is the interest on 70% funds. He explained that there is no document that we know of that makes this a policy, however, last year in the process of approving the FY2014 budget with a preliminary budget for FY2015, the Authority did include \$100,000 for FY2014 and projected \$100,000 for FY2015. Mr. Mason incorporated this item -- use of the interest on the 70% funds -- under the assumptions predicated on the fact that the Authority approved the budget with this included last year. He recommended continuation of that practice.
- Chairman York moved approval of the proposed assumptions and guidelines as outlined in the memo as the guidance to the Interim Executive Director for drafting of the FY2015 administrative budget; seconded by Chairman Bulova. Motion carried unanimously.

VII. Planning Coordination Advisory Committee

Mr. Mason, Interim Executive Director

(Council Member Snyder arrived)

- Mr. Mason introduced the recommendation for the Planning Coordination Advisory Committee (PCAC). He noted:
 - ✓ The charge to the PCAC is to provide the broad strategic thinking that would go on at the front end of long range planning process.
 - ✓ Background of how committee has evolved over time was provided.
 - ✓ Provided proposed basis for PCAC operation.
 - ✓ Recommended approval for this proposal.
- Board Member Rishell asked for clarification on who may serve on PCAC. Mr. Mason responded that sitting members of the Authority may not serve on the committee. Board Member Rishell asked if members must be elected officials, or can be a member of the community. Mr. Mason responded that members must be elected officials.
- Board Member Hynes asked if a jurisdiction has already appointed their member, do they continue until such time as the jurisdiction sends a letter appointing someone else. Mr. Mason responded that the letter will be sought on an annual basis on the calendar year, as the counties are generally on a calendar year cycle [for committee appointment].
- Chairman Nohe commented that the TAC has been restarted and is meeting regularly. He asked for clarification as to whether the PCAC has met. Mr. Biesiadny answered that they had met previously in the 2008-2009 timeframe. Ms. Backmon added that they met in 2011 when developing TransAction 2040.
- Chairman Nohe commented that this committee was created in the legislation in 2002 to ensure that the five large towns had the opportunity to participate in the discussion. The legislation was silent otherwise on what the makeup of the committee should be. In 2007 when HB3202 passed, towns wanted a different level of participation in the form of a member of the Authority and they were given a seat. He suggested this committee might not be as necessary now that the towns have formal representation. He added that we have struggled to keep this committee together and now we need to figure out how to make sure the PCAC feels engaged.
- Chairman Bulova suggested we may not need this committee. She pointed out that it is sort of the same makeup as the Authority and NVRC, but cannot be Authority members. Added that if required to have this committee, should do what we are required to do, but perhaps we should consider legislatively revisiting the need to have this committee.
- Chairman Nohe clarified that the rule that Authority members shall not serve on PCAC is an NVTA rule, the code does not say that. He suggested that in the future the Authority may want to make a By-law revision about this. Chairman Bulova added “or a legislative request”.

- Council Member Rishell asked what the committee will do. Chairman Bulova responded it is unclear. Chairman Nohe suggested the purpose of the committee was to ensure the towns have a voice and to give other elected officials the opportunity to have structured, meaningful input. Mr. Mason commented that the committee is responsible for advising the Authority on broad policy issues related to the periodic update of the Long Range Transportation Plan and the development of the Six Year Plan with special consideration to regional transportation, land use and growth issues. This committee is on the front end of the broad considerations that go into long range planning, whereas the Technical Advisory Committee is focused on how to do these things from a technical viewpoint, methodologies, technology and so on. The roles of the two committees are complimentary. He added that he agrees with the Chairman that we should wait awhile before suggesting any legislative change.
- Council Member Rishell asked when the committee might start meeting. Mr. Mason responded the next step will be to send letters to the jurisdictions to get appointments. Do have some appointments already and will confirm those. It will take at least a month to resolve.
- Chairman Nohe noted that there are some members already appointed from jurisdictions.
- Board Member Hynes moved approval of the organization of the Planning Coordination Advisory Committee as outlined; seconded by Chairman Bulova. Motion carried unanimously.

VIII. Appointments

Chairman Nohe

- Chairman Nohe appointed Board Member Hynes as the Vice Chair of the Finance Committee.
- Chairman Nohe appointed the staggered two-year terms of the Finance Committee:
 - ✓ One-year terms: Council Member Rishell, Chairman Bulova.
 - ✓ Two-year terms: Chairman York, Board Member Hynes, Mayor Parrish.
- Chairman Nohe appointed Doug Fahl the Vice Chair of TAC.
- Chairman Nohe appointed the staggered terms of TAC:
 - ✓ One-year terms: Agnes Artemel, Pat Turner, Rob Puentes.
 - ✓ Two-year terms: Randy Boice, Meredith Judy, Christopher Tacinelli.
 - ✓ Subsequently, all will be for three-year terms.
 - ✓ Secretary's appointments are for three-year terms.

Information/Discussion Items

IX. Status of Memoranda of Agreement

Mr. Mason, Interim Executive Director

- Mr. Mason reviewed the status of the MOAs. He mentioned that five (5) jurisdictions are now receiving their 30% transfers and that all MOAs have been received by the Authority.

X. NVTa Receipts Report

Mr. Longhi, CFO

- No verbal report.

XI. NVTa Operating Budget Report

Mr. Longhi, CFO

- No verbal report.

XII. Legislative Report

Ms. Domínguez, Vice-Chair, JACC

- Ms. Domínguez gave a brief legislative update. She noted:
 - ✓ The General Assembly special session on the budget has begun. The House and Senate have each passed their individual budgets and sent them over to the other chamber. Neither chamber has taken action on each other's budget.
 - ✓ The budget item in the original budget regarding NVTa and the funding of projects has had a language change in the new special session budget. In the original budget, the language had stated that the limitation would apply to projects receiving funds in FY2014 to the extent that the Authority was considering providing additional appropriations to any project that had begun the prior year. That language was changed to say that this limitation shall not apply to debt service on any project using FY2015 or FY2016 funds. This could limit the Authority's ability in deciding how to fund projects. This item is in the House budget, not in the Senate budget.
 - ✓ Legislative staff have met with various members of the delegation and the administration to continue to share the concerns that have been raised.
- Chairman Nohe noted that HB2313 funds are State revenues, not regional, therefore they have to be allocated to the Authority through the State budget. He asked that if there is not a State budget, even though revenues are being collected, can the Authority extend FY2015 funds absent said allocation. Ms. Posner answered that they will have to be appropriated. Mr. MacIsaac responded that the funds will not be sent out by the Treasurer.
- Chairman Nohe clarified that NVTa can develop a Six Year Plan and develop our budget, but we will not get the money until there is a budget.

(Mayor Silverthorne arrived.)

XIII. Executive Director's Report

Mr. Mason, Interim Executive Director

- Mr. Mason presented the Executive Director's report and highlighted:

- ✓ Five of six potential staff members are on-board now. He introduced Keith Jasper and mentioned that Denise Harris will be starting on May 5.
- ✓ There will be distribution of committee agendas to all Authority members for awareness.
- ✓ Virginia code requires that all public bodies post their agenda to the Commonwealth Calendar. NVTa has begun doing that.

Reports from Working Groups/Committees

XIV. Finance Committee

Chair York

- Chairman York stated that the Finance Committee had adopted its annual calendar and will meet on the first Friday of each month, with the exception of July and August. He noted that there is a need to inform mayors and chairs of NVRC that the Mayors and Chairs meeting will only convene for one hour, then the Finance Committee meeting will begin at 1pm.

XV. Financial Working Group

Chair Euille

- No verbal report.

XVI. Project Implementation Working Group

Chair Nohe

- No report.

XVII. Chairman's Comments

- Chairman York moved that the Northern Virginia Transportation Authority convene a closed meeting, as authorized by Virginia Code sections 2.2-3711.A.1 and 7, for the purposes of discussing one personnel matter, and for consultation with, and the provision of legal advice by, the Authority's legal counsel concerning the previously approved bond financing of FY 2014 projects; Case No. 2013-11988 pending in the Fairfax County Circuit Court; and the permissible means to implement the Memorandum of Agreement between NVTa and each of the member jurisdictions concerning distribution of the 30% funds; seconded by Board Member Hynes. Motion carried unanimously.
- The Authority entered into closed session at 7:39pm.

Closed Session

- The Authority returned to open session at 8:50 pm.

- Chairman York moved that the members of the Northern Virginia Transportation Authority certify that at the just concluded closed meeting: (1) 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 Board Member Hynes. Motion carried unanimously.
- Chairman Nohe announced that the Authority had chosen Ms. Monica Backmon as the new Executive Director.

XVIII. Adjournment

- Meeting adjourned at 8:55pm.

DRAFT

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Regional Funding Project 998-14-002-1-06 – PRTC New Gainesville Service Bus

1. **Recommendation.** Conditional approval of attached Standard Project Agreement (SPA) 998-14-002-1-06.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 998-14-002-1-06 - PRTC New Gainesville Service Bus; and that the Interim Executive Director or Executive Director sign it on behalf of the Authority conditioned upon language included in the General Assembly's adopted FY15/16 budget, and the factual corrections listed below.*
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, 20113 and is available for the project.
 - c. The attached SPA presented by the Potomac and Rappahannock Transportation Commission (PRTC) 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.
 - e. The General Assembly has not yet passed a budget. This suggests that it would be wise to approve SPA on a conditional basis.

Attachment: SPA for NVTa Project Number 998-14-002-1-06

Coordination: Council of Counsels

Factual Corrections to Project Description: corrects corridor allocation from Corridor 8 (I-95/I-395/U.S. 1) to Corridor 6 (I-66/U.S. 29/U.S. 50) and removes paragraph referring to ART 42 bus service.

**Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Potomac and Rappahannock Transportation Commission (PRTC)
(Recipient Entity)**

NVTA Project Number: 998-14-002-1-6

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 Potomac and Rappahannock Transportation Commission (PRTC) ("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, _____ PRTC _____ 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 _____ PRTC _____'s application for funding and has approved _____ PRTC _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ PRTC _____, 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 _____ PRTC _____ to finance the Project;

WHEREAS, NVTA agrees that _____ PRTC _____ will design and/or construct the Project or perform such other specific work for the Project and _____ PRTC _____ 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 _____ PRTC _____'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 _____ PRTC _____'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

 PRTC 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 PRTC to advance the Project to the next phase until the current phase is completed. In any circumstance where PRTC seeks to advance a Project to the next phase using NVTA funds, PRTC 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 PRTC 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, _____ PRTC further recognizes that NVTA's reimbursement to _____ PRTC 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. _____ PRTC 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, _____ PRTC 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 _____ PRTC.
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. _____ PRTC 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. _____ PRTC 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 _____ PRTC _____'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 _____ PRTC _____ be required to provide matching funds in order to proceed or complete the funding necessary for the Project, _____ PRTC _____ shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by _____ PRTC _____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 _____ PRTC _____ 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 _____ PRTC _____; 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 _____ PRTC _____ 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 _____ PRTC _____'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 _____ PRTC _____ 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 _____ PRTC _____ 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 _____ PRTC _____ 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, _____ PRTC _____ 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 _____ PRTC _____.

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 _____ PRTC _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ PRTC _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ PRTC _____ 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 _____ PRTC _____ 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 _____ PRTC _____ 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 _____ PRTC _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to _____ PRTC _____ 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 _____ PRTC _____ 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 _____ PRTC _____'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 _____ PRTC _____. 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 _____ PRTC _____ 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 _____ PRTC _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ PRTC _____'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 _____ PRTC _____'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 _____ PRTC _____ 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 _____ PRTC _____'s designated representative in writing. _____ PRTC _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ PRTC _____'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 _____ PRTC _____ 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 _____ PRTC _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ PRTC _____. 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 _____ PRTC _____ 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. _____ PRTC _____ 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 _____ PRTC _____ 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, _____ PRTC _____ 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 _____ PRTC _____'s material breach of this Agreement. If so terminated, _____ PRTC _____ shall refund to NVTA all funds NVTA provided to _____ PRTC _____ for the Project (including interest earned at the rate earned by NVTA). NVTA will provide _____ PRTC _____ with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, _____ PRTC _____ may

request that NVTA excuse _____ PRTC _____ from refunding all funds NVTA provided to _____ PRTC _____ for the Project based upon _____ PRTC _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ PRTC _____ from refunding all or a portion of the funds NVTA provided to _____ PRTC _____ for the Project. No such request to be excused from refunding will be allowed where _____ PRTC _____ 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, _____ PRTC _____ 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 _____ PRTC _____'s Chief Executive Office 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 _____ PRTC _____'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

_____ PRTC _____ 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 _____ PRTC _____ 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, _____ PRTC _____ 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 _____ PRTC _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ PRTC _____ 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 _____ PRTC _____.

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 _____ PRTC _____, to the attention of _____ Alfred Harf _____
14700 Potomac Mills Road
Woodbridge, VA 22192 (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

_____ PRTC
_____ 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: _____

Potomac and Rappahannock Transportation Commis (Name of Recipient Entity)

By: April A. May

Date: April 29, 2014



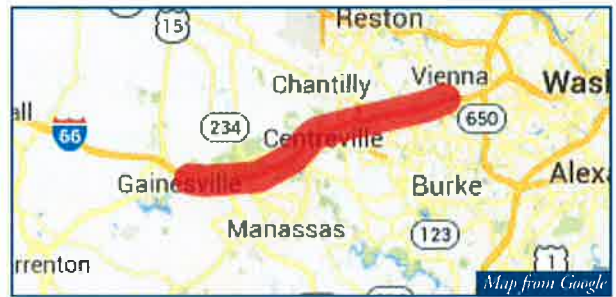
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

Project Description Form — 8B

Basic Project Information

1. **Submitting Agency:**
Potomac and Rappahannock Transportation Commission (PRTC)
2. **Project Title:** PRTC New Gainesville Service Bus
3. **Project Type:**
☐ Roadway ☐ Multimodal ☒ Transit
4. **Project Description/Scope:** The funding requested will be used to acquire one (1) 45-ft. commuter bus to provide for the new PRTC Gainesville Service that will begin in the Fall of 2013. With the restructuring of two commuter routes (Linton Hall and Manassas OmniRide), PRTC had a net savings of 3 buses, but the Gainesville service needs four buses hence the request for one bus.

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:**
Interstate 66 / Corridor 8
6. **Total Project Cost:** \$580,000
7. **Total Funds Required:** \$580,000
8. **Phase/s of Project Covered by Funding:** The new Gainesville Service is the second phase of PRTC's restructuring plan for OmniRide service in western Prince William County. Implementation of Phase II is planned for Fall of 2013 (FY 2014).



9. **Project Milestones (by phase, include all phases):** The implementation of this new route is one phase of a plan to restructure PRTC's OmniRide service in western Prince William County. The first phase will be implemented in July of 2013 and consists of rerouting the OmniRide Linton Hall Metro Direct route to serve the soon to open Cushing Road Commuter Lot. The second phase will be implemented in fall of 2013 and consists of the implementation of the above mentioned Gainesville service. The schedule for this service will be finalized July 31, 2013. The third phase will coincide with the opening of Metro's Silver Line and will consist of shifting service on OmniRide Linton Hall and Manassas Metro Direct routes to serve the Tyson's Corner Metrorail Station.
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**
Yes, CLRP. Yes, TIP ID# T158
12. **Leverages Sources:**
☐ Local ☐ State ☐ Federal
☐ Other (please explain)

PROJECT ANALYSIS

- | | |
|--|--|
| Tier I <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail | Tier III Congestion Reduction Relative to Cost: |
| Tier II 7 out of 8 points | Plan <input checked="" type="checkbox"/> CLRP <input type="checkbox"/> TA2040 only Rating <input checked="" type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Low |

Stated Benefits

1. **What regional benefit/s does this project offer?** The new Gainesville Service Bus will reduce the number of single occupancy vehicle (SOV) traffic in Prince William County, Fairfax County, Arlington, Alexandria and the District of Columbia by providing direct service from the Haymarket/ Gainesville area. Residents who used to drive to Manassas to ride transit will be able to leave their cars closer to home and receive faster service to points north and the District of Columbia without the need to transfer from the bus to metrorail stations in order to get to their destinations.
2. **How does the project reduce congestion?** This project reduces congestion by reducing the number of vehicles on the road. Currently, riders west of Manassas must either drive to Manassas to catch a bus serving Washington, D.C. directly or take the Linton Hall Metro Direct bus route to West Falls Church and transfer to Metrorail. Once the new service starts, riders will have a direct commuter bus service between the Gainesville area and Washington, DC. Also, this service provides a new alternative for those who do not take transit and are currently driving alone.
3. **How does the project increase capacity?** (*Mass transit projects only*) The commuter bus being acquired will have 57 seats and will go to support the new Gainesville service that will create the increased capacity of 456 daily passenger trips.
4. **How does the project improve auto and pedestrian safety?** This project improves safety by decreasing the number of SOV trips.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
6. **Project Picture/Illustratives**



Picture of MCI 45-ft commuter bus similar to the bus that will be used to support new Gainesville service

APPENDIX B

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: PRTC New Gainesville Service Bus
 Recipient Entity: Potomac Rappahannock Transportation Commission (PRTC)
 Project Contact Information: Mary Marshall

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	\$ 580,000.00	\$ 580,000.00				
Other						
Total Estimated Cost	\$ 580,000.00	\$ 580,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	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	580,000.00									
Other										
Total Estimated Cost	\$ 580,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July										
August										
September										
October										
November										
December										
January										
February										
March	\$ 559,275.00									
April										
May	\$ 20,725.00									
June										
Total per Fiscal Year	\$ 580,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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
 PRTC Executive Director

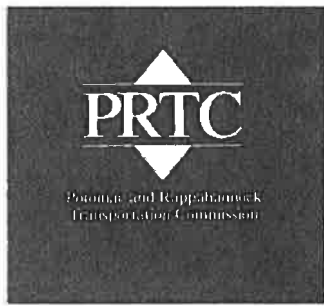
Title
 APRIL 29, 2014

Date
 Alfred Harf
 Print name of person signing

Northern Virginia Transportation Authority

Signature
 NVTA Executive Director
 Title

Date
 Print name of person signing



14700 Potomac Mills Road
Woodbridge, VA 22192

RESOLUTION

MOTION: KELLY

**RESOLUTION NO. 14-04-08
OFFICIAL COMMISSION MEETING
APRIL 3, 2014**

SECOND: JONES

**RE: AUTHORIZE EXECUTION OF PROJECT AGREEMENTS BETWEEN THE
NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA)
AND PRTC**

WHEREAS, the transportation funding bill enacted by the Virginia General Assembly (HB 2313) includes regional funding for road and transit projects chosen by the Northern Virginia Transportation Authority (NVTA); and

WHEREAS, on July 24, 2013, the NVTA approved its initial FY 2014 program of highway and transit projects which included \$580,000 for the acquisition of a bus associated with PRTC's new Gainesville OmniRide service; and

WHEREAS, the Potomac and Rappahannock Transportation Commission (PRTC) requested \$16 million in funding for the construction of the planned Western Bus Maintenance and Storage Facility; and

WHEREAS, the NVTA has developed and approved a Standard Project Agreement for Funding and Administration that will be executed for each approved project.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the Executive Director to execute project agreements for these two projects.

**POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION
OFFICIAL COMMISSION MEETING
RESOLUTION NO. 14-04-08
PAGE 2**

VOTES:

AYES:

**DURANY, JENKINS, JONES, KELLY, LASCH,
MAY, MILDE, MILLER, PITTARD, PRINCIPI,
THOMAS, WAY**

NAYS:

NONE

ABSTAIN:

NOHE

ABSENT DURING VOTE:

NONE

MEMBERS PRESENT:

**JENKINS, JONES, KELLY, MAY, MILDE,
MILLER, NOHE, PRINCIPI, THOMAS, WAY
ANDERSON, CADDIGAN, COVINGTON,
MITCHELL, PULLER, SKINNER, TRAMPE**

MEMBERS ABSENT:

DURANY, LASCH, PITTARD

ALTERNATES PRESENT:

ALTERNATES ABSENT:

**BARG, BOHMKE, HOWE, NADDONI, PAGE,
PARRISH, PATE, ROSS, SELLERS, STEWART,
WREN**

****CERTIFIED COPY****

APRIL 3, 2014



**ALFRED H. HARF
EXECUTIVE DIRECTOR**

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**M E M O R A N D U M**

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Regional Funding Project 384-14-003-1-01 (Herndon Parkway Intersection Improvements at Van Buren Street)

- 1. Recommendation.** Conditional approval of attached Standard Project Agreement (SPA) 384-14-003-1-01.
- 2. Suggested motion.** *I move approval of the proposed Standard Project Agreement 384-14-003-1-01 - Herndon Parkway Intersection Improvements at Van Buren Street; and that the Interim Executive Director or Executive Director sign it on behalf of the Authority conditioned upon language included in the General Assembly's adopted FY15/16 budget.*
- 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 Town of Herndon 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.
 - e. The General Assembly has not yet passed a budget. This suggests that it would be wise to approve SPA on a conditional basis.

Attachment: SPA for NVTa Project Number 384-14-003-1-01

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Town of Herndon, Virginia
(Recipient Entity)

NVTA Project Number: 384-14-003-1-01

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this 17th day of April, 2014, as between the Northern Virginia Transportation Authority ("NVTA") and Town of Herndon, 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s application for funding and has approved _____ Town of Herndon _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ Town of Herndon _____, 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 _____ Town of Herndon _____ to finance the Project;

WHEREAS, NVTA agrees that _____ Town of Herndon _____ will design and/or construct the Project or perform such other specific work for the Project and _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____'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

Town of Herndon 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 Town of Herndon to advance the Project to the next phase until the current phase is completed. In any circumstance where Town of Herndon seeks to advance a Project to the next phase using NVTA funds, Town of Herndon 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 Town of Herndon 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, Town of Herndon further recognizes that NVTA's reimbursement to Town of Herndon 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. Town of Herndon 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, Town of Herndon 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 Town of Herndon.
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. Town of Herndon 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. Town of Herndon 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 Town of Herndon'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 Town of Herndon be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Town of Herndon shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Town of Herndon'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 Town of Herndon 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 Town of Herndon; 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 Town of Herndon 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 Town of Herndon'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 Town of Herndon 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 Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon.

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 _____ Town of Herndon _____ expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that _____ Town of Herndon _____ agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that _____ Town of Herndon _____ 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to _____ Town of Herndon _____ 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____. 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ Town of Herndon _____'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 _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s designated representative in writing. _____ Town of Herndon _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ Town of Herndon _____. 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 Town of Herndon 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. Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon's material breach of this Agreement. If so terminated, Town of Herndon shall refund to NVTA all funds NVTA provided to Town of Herndon for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Town of Herndon with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Town of Herndon may

request that NVTA excuse _____ Town of Herndon _____ from refunding all funds NVTA provided to _____ Town of Herndon _____ for the Project based upon _____ Town of Herndon _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ Town of Herndon _____ from refunding all or a portion of the funds NVTA provided to _____ Town of Herndon _____ for the Project. No such request to be excused from refunding will be allowed where _____ Town of Herndon _____ 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s Chief Executive Office 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 _____ Town of Herndon _____'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

_____ Town of Herndon _____ 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 _____ Town of Herndon _____ 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ Town of Herndon _____ 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 _____ Town of Herndon _____.

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 _____ Town of Herndon _____, to the attention of its Town Manager;
P.O. Box 427
Herndon, Virginia 20172-0427 (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

Town of Herndon 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: _____

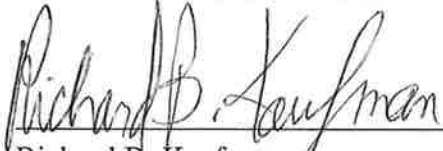
Date: _____

Town of Herndon, Virginia (Name of Recipient Entity)

By:  _____

Date: 4-22-14

APPROVED AS TO FORM:



Richard B. Kaufman
Town Attorney

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: Herndon Parkway Intersection Improvements at Van Buren Street

Recipient Entity: Town of Herndon

Recipient Entity/Project Manager Contact Information: Mark Duceman, Transportation Program Manager

E-mail: mark.duceman@herndon-va.gov

Front Desk: (703)787-7380

Direct: (703)435-6800 Ext. 2013

NVT A Program Coordinator Contact information:

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

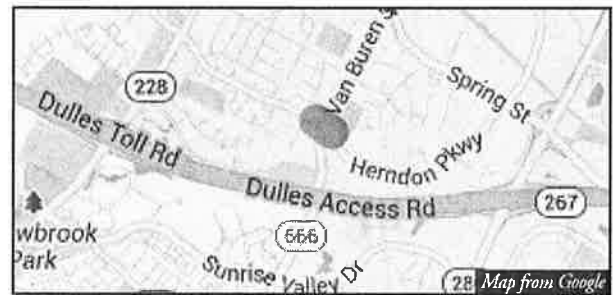
Detailed Scope of Services
Only Complete if Different from the Approved NVT A Project Description Sheet



Project Description Form — 1F

Basic Project Information

1. **Submitting Agency:**
Town of Herndon
2. **Project Title:** Herndon Parkway
Intersection Improvements at Van Buren Street
3. **Project Type:**
☒ Roadway ☒ Multimodal ☐ Transit
4. **Project Description/Scope:** Herndon Parkway & Van Buren Street intersection is located on the southern portion of Herndon Parkway and serves as an arterial intersection providing regional access to/from Monroe Street (Route 666), Sunrise Valley Drive and Herndon-Monroe Park & Ride Garage in Fairfax County. The project is for street capacity improvements to address traffic congestion and lengthy peak hour delays. Proposed improvements are to include road widening to accommodate major intersection traffic capacity improvements, including dedicated turning lane(s) and bike/pedestrian improvements.
5. **Route (if applicable)/Corridor:**
Route 666 intersection / Corridor 1
6. **Total Project Cost:** \$3,000,000
7. **Total Funds Required:** \$500,000
8. **Phase/s of Project Covered by Funding:** Final Design and ROW Acquisition



9. **Project Milestones** (*by phase, include all phases*):
 - Design concept: Completed
 - Design Start: FY 2014
 - Design Complete: FY 2014
 - Right-of-Way Start: FY 2014-FY2015
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
Technical Report Page # 4 – 10
11. **In CLRP, TIP or Air Quality Neutral?**
No.
12. **Leverages Sources:**
☒ Local ☐ State ☒ Federal
☐ Other (*please explain*)
Local and Federal RSTP funds have completed the traffic study and concept design with subsequent town approval. \$2,500,000 in RSTP funds is allocated towards this project.

PROJECT ANALYSIS

Tier I ☒ Pass ☐ Fail

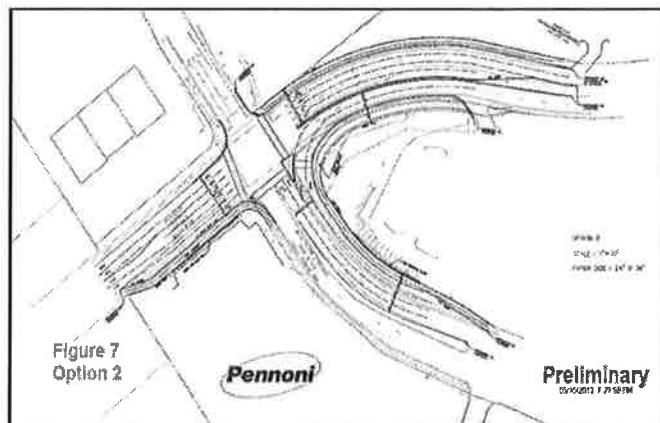
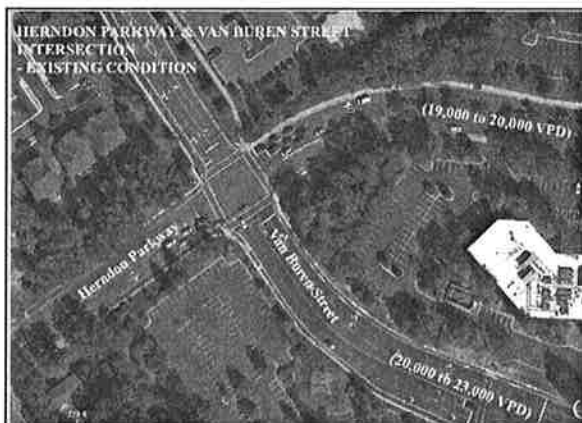
Tier II 7 out of 8 points

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?** Herndon Parkway (20,000 vpd to 23,000 vpd) intersecting with the south portion of Van Buren Street (19,000 vpd to 20,000 vpd) both serve as minor arterial roadways providing regional access to/from major commercial land uses along Elden Street, Worldgate Drive, Monroe Street (Route 666) as well as connectivity to Sunrise Valley Drive and Herndon-Monroe Park & Ride Garage in Fairfax County. Implementation of this intersection capacity project will reduce signal timing delays, improve level-of-service (LOS) and provide congestion relief for local and regional commuters.
- 2. How does the project reduce congestion?** During the past 10 years, traffic volumes have steadily increased resulting in significant congestion at this intersection. During the AM peak hours, right turns at Van Buren's northbound approach exceeds LOS F. And during the PM peak hours, left turns at the Herndon Parkway westbound approach also exceeds LOS F. Overall, the intersection currently operates at failing level-of-service during both the commuting AM and PM peak hours. Major roadway improvements include proposed dedicated right-turn lane(s) from northbound Van Buren onto eastbound Herndon Parkway as well as proposed left-turn lane(s) from westbound Herndon Parkway onto southbound Van Buren, in order to relieve existing congestion especially during the AM/PM peak commuting hours. The proposed improvements show a significant improvement in traffic operations and will reduce queues for both the AM and PM peak commuting hours. Capacity improvements will relieve significant congestion and provide improved vehicle, pedestrian, bicycle and transit access between high density multi-residential and major commercial/office land uses.
- 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 include pedestrian signalization and pedestrian traffic island along with ADA accessible sidewalks, curb cuts and crosswalk pavers. In addition, improved traffic signalization, reduced signal delay as well as improved roadway curvature alignment will assist in overall vehicle safety at this intersection. Such measures will enhance vehicle, Fairfax Connector bus, pedestrian, and bicycle travel modes to connect to future transit-oriented development along Herndon Parkway and near the future northside pedestrian access facilities of the Herndon Metrorail Station.
- 5. List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
- 6. Project Picture/Illustratives**



Proposed Herndon Parkway & Van Buren Intersection Capacity

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Herndon Parkway Intersection Improvements at Van Buren Street
Recipient Entity: Town of Herndon
Project Contact Information: Mark Duceman, Transportation Program Manager (703)787-7380; mark.duceman@herndon-va.gov

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	\$ 150,000.00	\$ 150,000.00				
Environmental Work						
Right-of-Way Acquisition	\$ 350,000.00	\$ 350,000.00				
Construction	\$ 2,500,000.00			RSTP =	\$ 2,500,000.00	
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 3,000,000	\$ 500,000	\$ -	\$ -	\$ 2,500,000	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work	\$ 75,000.00		\$ 75,000.00							
Engineering										
Environmental Work										
Right-of-Way Acquisition			\$ 350,000.00							
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 75,000.00	\$ -	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 75,000.00							
August										
September										
October										
November										
December										
January			\$ 175,000.00							
February										
March										
April			\$ 175,000.00							
May										
June	\$ 75,000.00									
Total per Fiscal Year	\$ 75,000.00	\$ -	\$ 425,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Mary K. Tuohy
Signature
Town of Herndon, Director of Finance
Title

30-Apr-14

Date
Mary K. Tuohy

Print name of person signing

Northern Virginia Transportation Authority

Signature
NVTA Executive Director
Title

Date

Print name of person signing

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

APRIL 8, 2014

Resolution- To authorize the Mayor of Herndon to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority (NVTA) and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

WHEREAS, the Standard Project Agreement was approved by the NVTA on March 13, 2014; and

WHEREAS, the Standard Project Agreement establishes the terms and conditions associated with the funding the NVTA has agreed to provide to regional projects and to ensure that the requirements of HB 2313 are met; and

WHEREAS, HB 2313 directs the NVTA to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by the Authority that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Mayor to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

Adopted this 8th day of April, 2014
Town of Herndon, Virginia

Attest:


Viki L. Wellershaus, Town Clerk

By:


Lisa C. Merkel, Mayor

This is certified to be a true and accurate copy of Resolution 14-G-35 adopted at a legally convened meeting of the Town Council of the Town of Herndon on April 8, 2014.


Margie C. Facci, Deputy Town Clerk II

The Standard Project Agreement for Funding & Administration b/n NVTA and the Town is attached for reference.

Appendix F – Additional Information of Project

NVTA Project Title: Herndon Parkway Intersection Improvements at Van Buren Street

Recipient Entity: Town of Herndon

Additional information

This project is listed in VDOT's Six-Year Improvement Plan (UPC 89889) and is leveraged with federal RSTP funding of \$2.5 million. In addition to roadway capacity improvements, this project is to include sidewalk and trail improvements and enhancements to create better pedestrian and bicycle access to Herndon Metrorail Station, as per the NVTA adopted project description. Roadway street and trail lighting are to be included. Specifically, the project is to include improved and new ADA accessible sidewalk and asphalt trail facilities (portion of which is to be located along an existing town 10' trail easement); connecting the Herndon Parkway / Van Buren Street intersection to the north-side pedestrian access facility of future Herndon Metrorail Station.



Town of Herndon - Herndon Parkway Intersection Improvements at Van Buren Street

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Regional Funding Project 384-14-004-1-01 (Herndon Metrorail Intermodal Access Improvements)

- 1. Recommendation.** Conditional approval of attached Standard Project Agreement (SPA) 384-14-004-1-01.
- 2. Suggested motion.** *I move approval of the proposed Standard Project Agreement 384-14-004-1-01 - Herndon Metrorail Intermodal Access Improvements; and that the Interim Executive Director or Executive Director sign it on behalf of the Authority conditioned upon language included in the General Assembly's adopted FY15/16 budget.*
- 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, 20113 and is available for the project.
 - c. The attached SPA presented by the Town of Herndon 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.
 - e. The General Assembly has not yet passed a budget. This suggests that it would be wise to approve SPA on a conditional basis.

Attachment: SPA for NVTa Project Number 384-14-004-1-01

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Town of Herndon, Virginia
(Recipient Entity)

NVTA Project Number: 384-14-004-1-01

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this 17th day of April, 2014, as between the Northern Virginia Transportation Authority ("NVTA") and Town of Herndon, 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s application for funding and has approved _____ Town of Herndon _____'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by _____ Town of Herndon _____, 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 _____ Town of Herndon _____ to finance the Project;

WHEREAS, NVTA agrees that _____ Town of Herndon _____ will design and/or construct the Project or perform such other specific work for the Project and _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____'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

Town of Herndon 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 Town of Herndon to advance the Project to the next phase until the current phase is completed. In any circumstance where Town of Herndon seeks to advance a Project to the next phase using NVTA funds, Town of Herndon 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 Town of Herndon 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, Town of Herndon further recognizes that NVTa's reimbursement to Town of Herndon 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. Town of Herndon 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, Town of Herndon 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 Town of Herndon.
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. Town of Herndon 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. Town of Herndon 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 Town of Herndon'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 Town of Herndon be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Town of Herndon shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Town of Herndon'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 Town of Herndon 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 Town of Herndon; 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 Town of Herndon 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 Town of Herndon'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 Town of Herndon 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 Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon.

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 Town of Herndon expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Town of Herndon agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Town of Herndon 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 Town of Herndon 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 Town of Herndon 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 Town of Herndon adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Town of Herndon 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____. 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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ Town of Herndon _____'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 _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s designated representative in writing. _____ Town of Herndon _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ Town of Herndon _____. 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 Town of Herndon 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. Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon's material breach of this Agreement. If so terminated, Town of Herndon shall refund to NVTA all funds NVTA provided to Town of Herndon for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Town of Herndon with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Town of Herndon may

request that NVTA excuse _____ Town of Herndon _____ from refunding all funds NVTA provided to _____ Town of Herndon _____ for the Project based upon _____ Town of Herndon _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ Town of Herndon _____ from refunding all or a portion of the funds NVTA provided to _____ Town of Herndon _____ for the Project. No such request to be excused from refunding will be allowed where _____ Town of Herndon _____ 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____'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

_____ Town of Herndon _____ 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 _____ Town of Herndon _____ 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____ refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from _____ Town of Herndon _____ 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 _____ Town of Herndon _____.

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 _____ Town of Herndon _____, to the attention of its Town Manager;
P.O. Box 427
Herndon, Virginia 20172-0427 (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

Town of Herndon 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: _____

Town of Herndon, Virginia (Name of Recipient Entity)

By: 

Date: 4-22-14

APPROVED AS TO FORM:


Richard B. Kaufman
Town Attorney

Appendix A –Narrative Description of Project

Attach- Approved NVTA Project Description Sheet

NVTA Project Title: Herndon Metrorail Intermodal Access Improvements

Recipient Entity: Town of Herndon

Recipient Entity/Project Manager Contact Information: Mark Duceman, Transportation Program Manager

E-mail: mark.duceman@herndon-va.gov

Front Desk: (703)787-7380

Direct: (703)435-6800 Ext. 2013

NVTA Program Coordinator Contact information:

Project Scope
Only Complete if Different from the Approved NVTA Project Description Sheet

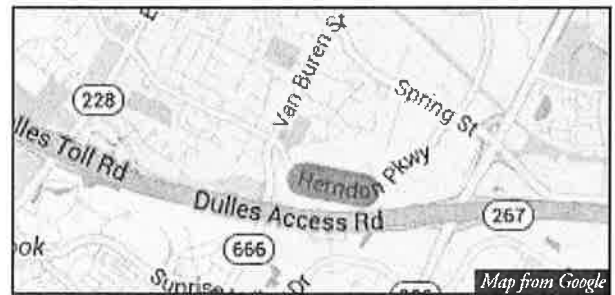
Detailed Scope of Services
Only Complete if Different from the Approved NVTA Project Description Sheet



Project Description Form — 1G

Basic Project Information

1. **Submitting Agency:**
Town of Herndon
2. **Project Title:** Herndon Metrorail
Intermodal Access Improvements
3. **Project Type:**
☒ Roadway ☒ Multimodal ☒ Transit
4. **Project Description/Scope:** Project concept plans show right-of-way acquisition for vehicle and bus pull-off bays along a section of Herndon Parkway (vicinity of the north-side pedestrian access facility associated with the future Herndon Metrorail Station). The project also includes major intersection enhancements to include ADA accessible streetscape, paver crosswalks, bike-ped signalization, refuge median islands and bus shelter/transit facilities. The completed project will provide a drop-off lane for both directions to accommodate Fairfax Connector buses and for drivers to pull off of Herndon Parkway, stop and drop off Metrorail passengers safely.
5. **Route (if applicable)/Corridor:**
Herndon Parkway / Corridor 1
6. **Total Project Cost:** \$2,000,000
7. **Total Funds Required:** \$1,100,000
8. **Phase/s of Project Covered by Funding:** Final Design, Right-of-Way and towards Construction



9. **Project Milestones** (*by phase, include all phases*):
 - Concept design: Complete; approved by Town Council.
 - PE Start: July 2013
 - PE Complete: FY 2014
 - ROW Start: FY 2014
 - ROW Complete: FY 2015-FY2016
 - Construction Start: FY 2016-FY2017
 - Construction Complete: FY 2017 (prior to the opening of Dulles Metrorail, Phase 2)
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
Technical Report Page # 4 – 10
11. **In CLRP, TIP or Air Quality Neutral?**
No.
12. **Leverages Sources:**
☒ Local ☐ State ☒ Federal
☐ Other (*please explain*)
Local funds have completed the traffic study and concept design with subsequent town approval. \$900,000 in CMAQ funding is directed towards this project.

PROJECT ANALYSIS

- | | |
|--|--|
| Tier I <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail | Tier III Congestion Reduction Relative to Cost: |
| Tier II 6 out of 8 points | Plan <input type="checkbox"/> CLRP <input checked="" type="checkbox"/> TA2040 only Rating <input type="checkbox"/> High <input checked="" type="checkbox"/> Med <input type="checkbox"/> Low |

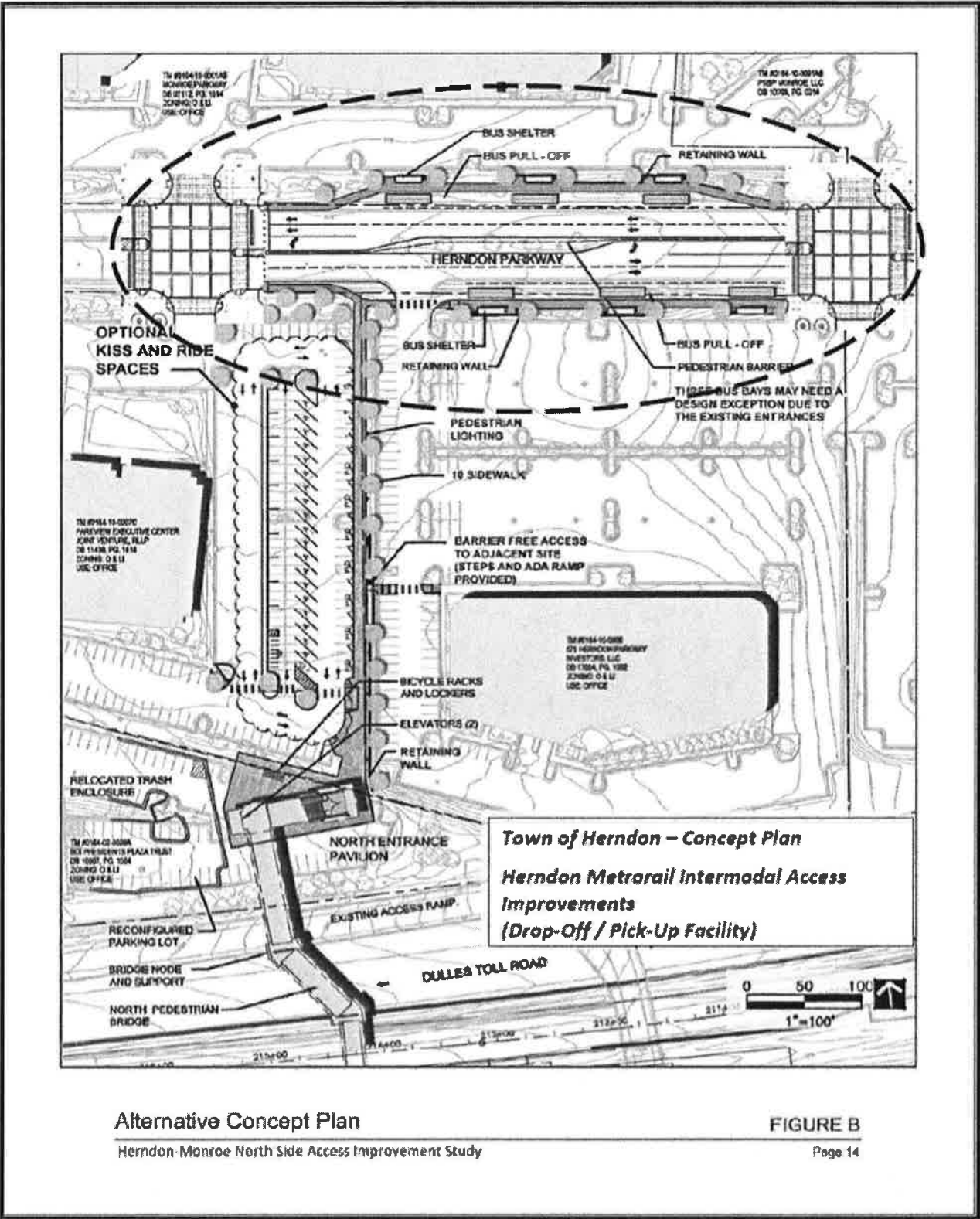
Stated Benefits

1. **What regional benefit/s does this project offer?** The project will offer bike, pedestrian and bus transit enhancements, accessibility and connectivity to transit-oriented development along Herndon Parkway, while also improving regional multi-modal connectivity to/from the north side area of the future Herndon Metrorail Station and the Metrorail's Silver Line.
2. **How does the project reduce congestion?** Without the drop-off/pick-up facilities, buses and vehicles will stop along Herndon Parkway resulting in potential accidents, back-ups and congestion. As an alternative to driving, the proposed facilities will enable Fairfax Connector users to access the future transit-oriented development (TOD) along this section of Herndon Parkway and/or onto Herndon Metrorail Station. The project is part of transit-oriented development plan that incorporates features (listed under #4 below) to accommodate pedestrian, bicycle, and transit users all in an effort to reduce congestion.
3. **How does the project increase capacity?** (*Mass transit projects only*) This project and its pull-off lanes, in association with proposed town-approved TOD measures, will create improved access for transit users (bus), bicyclists and pedestrian in the vicinity of the northside area of the Herndon Metrorail Station that will encourage increased ridership capacity onto the Metrorail Silver Line resulting in reduced vehicle reliance.
4. **How does the project improve auto and pedestrian safety?** The project will provide a drop-off lane for both directions to accommodate Fairfax Connector buses and for drivers to pull off of Herndon Parkway, stop and drop off Metrorail passengers in a safe manner. MWAA and the Dulles Corridor Metrorail Project will provide a wide ADA accessible 10' sidewalk, with pedestrian-scale lighting, connecting approximately 450 feet between Herndon Parkway and the Metrorail pedestrian access facility. Specifically, the project will provide:
 - 12' wide pick-up/drop-off lane with bump outs and segmented into auto, bus and taxi zones;
 - appropriately placed bus shelters of an attractive, unique, functional and durable design;
 - major intersection enhancements to include ADA accessible, high visibility paver crosswalks, traffic and bike/ped signalization countdown signals, refuge median islands;
 - reduced urban lane widths for both east-bound and west-bound motor vehicles with turn lanes as appropriate;
 - expanded sidewalk and streetscape to include a proposed cycle track and five-foot wide planting area for street trees and all designed to readily accommodate the concentrated multimodal traffic, provide safe access for those with disabilities and provide separation between functions.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) For more information on Herndon's Metrorail Station Area Study and plans, please refer to the Planning / Zoning section of the Town of Herndon's website at: <http://www.herndon-va.gov/>:

http://www.herndon-va.gov/Content/Zoning/Comprehensive_Planning/Metrorail/default.aspx

A project schematic is provided on the next page showing proposed improvements (within the dashed outline).

6. Project Picture/Illustratives



PROJECT IDENTIFICATION AND PROPOSED FUNDING

PROJECT COSTS & FUNDING SOURCE

FISCAL YEAR ANNUAL PROJECT CASH FLOW

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

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

Print name of person signing

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

APRIL 8, 2014

Resolution- To authorize the Mayor of Herndon to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority (NVTA) and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

WHEREAS, the Standard Project Agreement was approved by the NVTA on March 13, 2014; and

WHEREAS, the Standard Project Agreement establishes the terms and conditions associated with the funding the NVTA has agreed to provide to regional projects and to ensure that the requirements of HB 2313 are met; and

WHEREAS, HB 2313 directs the NVTA to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by the Authority that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Mayor to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

Adopted this 8th day of April, 2014
Town of Herndon, Virginia


Attest:


Viki L. Wellershaus, Town Clerk

By:


Lisa C. Merkel, Mayor

This is certified to be a true and accurate copy of Resolution 14-G-35 adopted at a legally convened meeting of the Town Council of the Town of Herndon on April 8, 2014.


Margie C. Facci, Deputy Town Clerk II

The Standard Project Agreement for Funding & Administration b/n NVTA and the Town is attached for reference.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Regional Funding Project 384-14-005-1-03 (Herndon Parkway Intersection Improvements at Sterling Road)

- 1. Recommendation.** Conditional approval of attached Standard Project Agreement (SPA) 384-14-005-1-03.
- 2. Suggested motion.** *I move approval of the proposed Standard Project Agreement 384-14-005-1-03 - Herndon Parkway Intersection Improvements at Sterling Road; and that the Interim Executive Director or Executive Director sign it on behalf of the Authority conditioned upon language included in the General Assembly's adopted FY15/16 budget, and the factual corrections listed below.*
- 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 Town of Herndon 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.
 - e. The General Assembly has not yet passed a budget. This suggests that it would be wise to approve SPA on a conditional basis.

Attachment: SPA for NVT Authority Project Number 384-14-005-1-03

Coordination: Council of Counsels

Factual Corrections to Project Description: corrects Item 5 (Route/Corridor) 228 should read 28; and Stated Benefits item 1 should read Loudoun not Loudon.

VII. ATTACHMENT

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Town of Herndon, Virginia
(Recipient Entity)

NVTA Project Number: 384-14-005-1-03

This Standard Project Agreement for Funding and Administration ("this Agreement") is made and executed in duplicate on this 17th day of April, 2014, as between the Northern Virginia Transportation Authority ("NVTA") and Town of Herndon, 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, Town of Herndon 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 Town of Herndon's application for funding and has approved Town of Herndon's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Town of Herndon, 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 Town of Herndon to finance the Project;

WHEREAS, NVTA agrees that Town of Herndon will design and/or construct the Project or perform such other specific work for the Project and Town of Herndon 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 Town of Herndon'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 Town of Herndon'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

Town of Herndon 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 Town of Herndon to advance the Project to the next phase until the current phase is completed. In any circumstance where Town of Herndon seeks to advance a Project to the next phase using NVTA funds, Town of Herndon 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 Town of Herndon 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, Town of Herndon further recognizes that NVTa's reimbursement to Town of Herndon 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. Town of Herndon 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, Town of Herndon 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 Town of Herndon.
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. Town of Herndon 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. Town of Herndon 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 Town of Herndon'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 Town of Herndon be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Town of Herndon shall certify to NVTA that all such matching funds have been either authorized and/or appropriated by Town of Herndon'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 Town of Herndon 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 Town of Herndon; 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 Town of Herndon 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 Town of Herndon'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 Town of Herndon 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 Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon.

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 Town of Herndon expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Town of Herndon agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Town of Herndon 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 Town of Herndon 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 Town of Herndon 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 Town of Herndon adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTA's Obligations

NVTA shall:

- I. Provide to Town of Herndon 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 Town of Herndon 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 Town of Herndon'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 Town of Herndon. 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 Town of Herndon 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 Town of Herndon that is not in conformity with the requirements of the NVTA Act, Chapter 766, or this Agreement.

4. Route all _____ Town of Herndon _____'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 _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____'s designated representative in writing. _____ Town of Herndon _____ will thereafter have thirty (30) days to respond in writing to NVTA's initial findings. NVTA's staff will review _____ Town of Herndon _____'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 _____ Town of Herndon _____ 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 _____ Town of Herndon _____ of all funds previously remitted by NVTA (with interest earned at the rate earned by NVTA) which were misapplied or misused by _____ Town of Herndon _____. 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 Town of Herndon 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. Town of Herndon 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon's material breach of this Agreement. If so terminated, Town of Herndon shall refund to NVTA all funds NVTA provided to Town of Herndon for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Town of Herndon with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Town of Herndon may

request that NVTA excuse _____ Town of Herndon _____ from refunding all funds NVTA provided to _____ Town of Herndon _____ for the Project based upon _____ Town of Herndon _____'s substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse _____ Town of Herndon _____ from refunding all or a portion of the funds NVTA provided to _____ Town of Herndon _____ for the Project. No such request to be excused from refunding will be allowed where _____ Town of Herndon _____ 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, _____ Town of Herndon _____ 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 _____ Town of Herndon _____'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 _____ Town of Herndon _____'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

_____ Town of Herndon _____ 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 Town of Herndon 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, Town of Herndon 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 Town of Herndon refuses or fails to refund said monies to NVTA, NVTA may recover its proportionate financial interest from Town of Herndon 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 Town of Herndon.

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 Town of Herndon, to the attention of its Town Manager;
P.O. Box 427
Herndon, Virginia 20172-0427 (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

Town of Herndon 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: _____

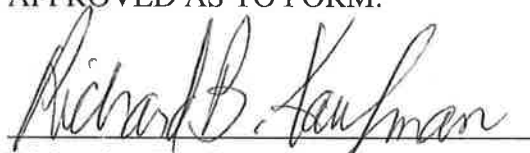
Date: _____

Town of Herndon, Virginia (Name of Recipient Entity)

By:  _____

Date: 4-22-14

APPROVED AS TO FORM:


Richard B. Kaufman
Town Attorney

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: Herndon Parkway Intersection Improvements at Sterling Road

Recipient Entity: Town of Herndon

Recipient Entity/Project Manager Contact Information: Mark Duceman, Transportation Program Manager

E-mail: mark.duceman@herndon-va.gov

Front Desk: (703)787-7380

Direct: (703)435-6800 Ext. 2013

NVT A Program Coordinator Contact information:

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

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



Project Description Form — 3A

Basic Project Information

1. **Submitting Agency:**
Town of Herndon
2. **Project Title:** Herndon Parkway
Intersection Improvements at Sterling Road
3. **Project Type:**
☒ Roadway ☐ Multimodal ☐ Transit
4. **Project Description/Scope:** Herndon Parkway and Sterling Road intersection is located along the western portion of Herndon Parkway and serves as a regional arterial intersection providing access to/from Old Ox Road (Rt. 606) / Route 28 interchange in Loudoun County. The project is for street capacity improvements to address significant traffic congestion and lengthy peak hour delays. Specific congestion relief improvements include dual turning lanes at the northbound approach onto westbound Sterling Road for the afternoon and evening commuting traffic as well as a dedicated right-turn lane at the eastbound approach onto southbound Herndon Parkway for the morning commuting traffic. Improvements are also to include traffic / pedestrian signalization, pedestrian enhancements and to be constructed primarily within existing right-of-way and town-owned property in order to provide congestion relief now..
5. **Route (if applicable)/Corridor:**
Route 606 / Route 228 / Corridor 3



6. **Total Project Cost:** \$500,000
7. **Total Funds Required:** \$500,000
8. **Phase/s of Project Covered by Funding:** Final Engineering Design, Right-of-Way Acquisition and Construction
9. **Project Milestones (by phase, include all phases):**
 - Traffic study and concept design completed with Town Council approval
 - Continue with Final Engineering, ROW acquisition and Construction during FY2014
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
Technical Report Page # 4 – 16
11. **In CLRP, TIP or Air Quality Neutral?**
No.
12. **Leverages Sources:**
☒ Local ☐ State ☒ Federal
☐ Other (*please explain*)
Local capital funds and Federal RSTP funds completed the traffic study and concept design.

PROJECT ANALYSIS

Tier I ☒ Pass ☐ Fail

Tier II 5 out of 8 points

Tier III Congestion Reduction Relative to Cost:

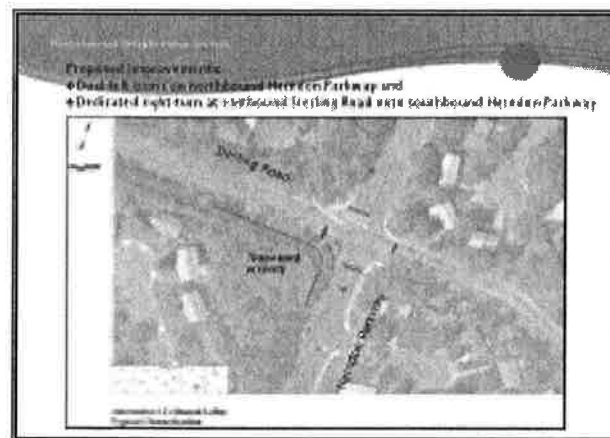
Plan ☐ CLRP ☒ TA2040 only **Rating** ☒ High ☐ Med ☐ Low

Stated Benefits

1. **What regional benefit/s does this project offer?** Herndon Parkway and Sterling Road both serve as minor arterial roadways providing regional access to/from Old Ox Road (Rt. 606) and Route 28 interchange in Loudoun County as well as connectivity to/from the Dulles Toll Road. Implementation of this project will provide significant congestion relief for regional commuting traffic between both Fairfax and Loudoun counties and for relatively modest transportation funding.
2. **How does the project reduce congestion?** Proposed improvements are to include road widening to accommodate major intersection traffic capacity improvements, including dedicated turning lanes. Specifically, the project is to include dual-left turn lanes for northbound Herndon Parkway onto westbound Sterling Road as well as a dedicated right-turn lane at eastbound Sterling Road onto southbound Herndon Parkway.

The proposed improvements would directly address the most critical congestion point at the northbound left-turn lane. Left turns from northbound Herndon Parkway onto westbound Route 606, is forced to carry 5 times the existing capacity of the current stacking lane. Today, over 600 vehicles are carried in a single lane during each of the PM peak commuting hours; well above the 300 vehicle-per-hour level that warrants a second turning lane. Most approaches to the intersection exceed or operate at LOS F. The combined benefit of dual-left turn lanes, the exclusive southbound right-turn lane, and the eastbound free flow right turn, along with appropriate signal timing adjustments, would be a reduction in average peak hour vehicular delay of 44 percent.

3. **How does the project increase capacity?** (*Mass transit projects only*) N/A
4. **How does the project improve auto and pedestrian safety?** Accident data over a 3-year period revealed a relatively high accident rate of 2.14 accidents per million vehicles entering the intersection. Several accidents involve vehicles that failed to negotiate the northbound left-turn from Herndon Parkway onto eastbound Sterling and left the roadway. As a result of improved traffic signalization and reduced signal delay as well as improved roadway curvature alignment will assist in overall vehicle safety at this intersection. ADA pedestrian curb cuts and crosswalk enhancements are to be included.
5. **List internet address/link to any additional information or documentation in support of project benefits.** (*Optional*) N/A
6. **Project Picture/Illustratives**



Source: Herndon Parkway/Sterling Road concept design, prepared by Vanasse-Hangen-Brustlin consultants (approved by Herndon Town Council, May 2013)

APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Herndon Parkway Intersection Improvements at Sterling Road
Recipient Entity: Town of Herndon
Project Contact Information: Mark Duceman, Transportation Program Manager (703)787-7380; mark.duceman@herndon-va.gov

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	\$ 50,000.00	\$ 50,000.00				
Environmental Work						
Right-of-Way Acquisition	\$ 75,000.00	\$ 75,000.00				
Construction	\$ 375,000.00	\$ 375,000.00				
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work										
Engineering	50,000.00									
Environmental Work										
Right-of-Way Acquisition			75,000.00							
Construction			375,000.00							
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ 50,000.00	\$ -	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 75,000.00							
August			\$ 375,000.00							
September										
October										
November										
December										
January										
February										
March										
April										
May										
June	\$ 50,000.00									
Total per Fiscal Year	\$ 50,000.00	\$ -	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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
Town of Herndon, Director of Finance
Title

30-Apr-14
Date
Mary K. Tuohy
Print name of person signing

Northern Virginia Transportation Authority

Signature
NVTA Executive Director
Title

Date
Print name of person signing

APPENDIX E –Authorization of designee(s)

If applicable, replace this page with recipient governing body's authorization for their respective designee(s) to execute this agreement on their behalf(s) as evinced by entity's clerk's minutes.

TOWN OF HERNDON, VIRGINIA

RESOLUTION

APRIL 8, 2014

Resolution- To authorize the Mayor of Herndon to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority (NVTA) and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

WHEREAS, the Standard Project Agreement was approved by the NVTA on March 13, 2014; and

WHEREAS, the Standard Project Agreement establishes the terms and conditions associated with the funding the NVTA has agreed to provide to regional projects and to ensure that the requirements of HB 2313 are met; and

WHEREAS, HB 2313 directs the NVTA to use 70 percent of the revenue collected from the three Northern Virginia taxes and fees for (i) transportation projects selected by the Authority that are contained in the regional transportation plan or (ii) mass transit capital projects that increase capacity; and


NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia, hereby authorizes the Mayor to sign the 'Standard Project Agreement for Funding and Administration between Northern Virginia Transportation Authority and Town of Herndon (recipient entity)' of House Bill 2313 70% Funding that the Authority is allocating to regional projects.

Adopted this 8th day of April, 2014
Town of Herndon, Virginia

Attest:


Viki L. Wellershaus, Town Clerk

By:


Lisa C. Merkel, Mayor

This is certified to be a true and accurate copy of Resolution 14-G-35 adopted at a legally convened meeting of the Town Council of the Town of Herndon on April 8, 2014.


Margie C. Facci, Deputy Town Clerk II

The Standard Project Agreement for Funding & Administration b/n NVTA and the Town is attached for reference.

Appendix F – Additional Information

NVTA Project Title: Herndon Parkway Intersection Improvements at Sterling Road

Recipient Entity: Town of Herndon

Additional information

In addition to roadway capacity improvements, this project is to include pedestrian sidewalk improvements and enhancements as per the NVTA adopted project description. Currently, Sterling Road at the northwest quadrant of the intersection has a well-used dirt path. Acquisition of right-of-way will be needed to build a new sidewalk and retaining wall along Sterling Road in order to link to existing sidewalks located at the intersection corners of Herndon Parkway and at Rock Hill Road. Roadway, signalization and pedestrian sidewalk improvements and enhancements are part of an initial phase to achieve congestion relief this year for relatively modest transportation funding. For this initial phase, no additional funding is needed.



Town of Herndon - Herndon Parkway Intersection Improvements at Sterling Road

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Regional Funding Project 153-14-006-1-08 (Route 1 from Featherstone Road to Marys Way)

1. **Recommendation.** Conditional approval of attached Standard Project Agreement (SPA) 153-14-006-1-08.
2. **Suggested motion.** *I move approval of the proposed Standard Project Agreement 153-14-006-1-08 - Route 1 from Featherstone Road to Marys Way; and that the Interim Executive Director or Executive Director sign it on behalf of the Authority conditioned upon language included in the General Assembly's adopted FY15/16 budget.*
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, 20113 and is available for the project.
 - c. The attached SPA presented by Prince William 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.
 - e. The General Assembly has not yet passed a budget. This suggests that it would be wise to approve SPA on a conditional basis.

Attachment: SPA for NVTa Project Number 153-14-006-1-08

Coordination: Council of Counsels

Standard Project Agreement for Funding and Administration
between
Northern Virginia Transportation Authority
and
Prince William County
(Recipient Entity)

NVTA Project Number: 153 - 14 - 006 - 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 Prince William County ("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, Prince William County 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 Prince William County 's application for funding and has approved Prince William County 's administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by Prince William County, 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 Prince William County to finance the Project;

WHEREAS, NVTAFund agrees that Prince William County will design and/or construct the Project or perform such other specific work for the Project and Prince William County 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 Prince William County '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 Prince William County '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

Prince William County 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 NVTAs funds specified on Appendix B to pay any Project cost if the NVTAs Act does not permit such Project cost to be paid with NVTAs funds.
5. Recognize that, if the Project contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTAs will provide funding for such multiple phases (as set forth on Appendix B), NVTAs may not provide funding to Prince William County to advance the Project to the next phase until the current phase is completed. In any circumstance where Prince William County seeks to advance a Project to the next phase using NVTAs funds, Prince William County shall submit a written request to NVTAs's Executive Director explaining the need for NVTAs's funding of an advanced phase. NVTAs's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTAs's current and projected cash flow position and make a recommendation to NVTAs whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Prince William County 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, Prince William County further recognizes that NVTa's reimbursement to Prince William County 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. Prince William County 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, Prince William County 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 Prince William County.
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. Prince William County 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. Prince William County 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 Prince William County'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 Prince William County be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Prince William County shall certify to NVTa that all such matching funds have been either authorized and/or appropriated by Prince William County'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 Prince William County 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 Prince William County; 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 Prince William County 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 Prince William County'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 Prince William County 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 Prince William County 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 Prince William County 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, Prince William County 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 Prince William County.

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 Prince William County expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Prince William County agrees to comply with the Virginia Department of Transportation's ("VDOT's") "Standards, Requirements and Guidance."
21. Recognize that Prince William County 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 Prince William County 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 Prince William County 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 Prince William County adhered to all applicable laws and regulations and all requirements of this Agreement.

B. NVTB's Obligations

NVTB shall:

- I. Provide to Prince William County 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 Prince William County 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 Prince William County'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 Prince William County. 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 Prince William County 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 Prince William County that is not in conformity with the requirements of the NVTa Act, Chapter 766, or this Agreement.

4. Route all Prince William County'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 Prince William County'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 Prince William County 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 Prince William County's designated representative in writing. Prince William County will thereafter have thirty (30) days to respond in writing to NVTa's initial findings. NVTa's staff will review Prince William County'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 Prince William County 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 Prince William County of all funds previously remitted by NVTa (with interest earned at the rate earned by NVTa) which were misapplied or misused by Prince William County. 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 Prince William County 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. Prince William County 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 Prince William County 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, Prince William County 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 Prince William County's material breach of this Agreement. If so terminated, Prince William County shall refund to NVTA all funds NVTA provided to Prince William County for the Project (including interest earned at the rate earned by NVTA). NVTA will provide Prince William County with sixty (60) days written notice that NVTA is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Prince William County may

request that NVTA excuse Prince William County from refunding all funds NVTA provided to Prince William County for the Project based upon Prince William County's substantial completion of the Project or severable portions thereof; and NVTA may, in its sole discretion, excuse Prince William County from refunding all or a portion of the funds NVTA provided to Prince William County for the Project. No such request to be excused from refunding will be allowed where Prince William County 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, Prince William County 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 Prince William County's Chief Executive Office 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 Prince William County'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

Prince William County 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 Prince William County 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, Prince William County 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 Prince William County refuses or fails to refund said monies to NVTa, NVTa may recover its proportionate financial interest from Prince William County 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 Prince William County.

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 Prince William County, to the attention of Thomas Blaser
5 County Complex Court
Woodbridge, VA. 22192 (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

Prince William County 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: _____

Prince William County (Name of Recipient Entity)

By: Tim BQ _____

Date: 5/5/14

Appendix A –Narrative Description of Project

Attach- Approved NVT A Project Description Sheet

NVT A Project Title: Route 1 from Featherstone Road to Mary's Way

Recipient Entity: Prince William County

Recipient Entity/Project Manager Contact Information: Thomas Blaser

NVT A Program Coordinator Contact information:

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

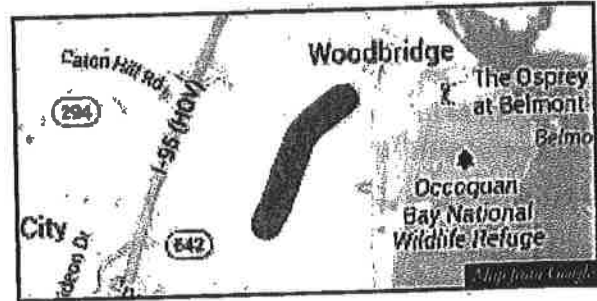
Detailed Scope of Services
Only Complete if Different from the Approved NVT A Project Description Sheet



Project Description Form — 8M

Basic Project Information

1. **Submitting Agency:**
Prince William County
2. **Project Title:** Route 1 from Featherstone Road to Marys Way
3. **Project Type:**
☒ Roadway ☐ Multimodal ☐ Transit
4. **Project Description/Scope:** Widen from 4 lane undivided highway to a 6 lane divided highway, which will include a multi-use trail on the west side and sidewalk on the east side of the road. Funds requested will be used for design.
5. **Route (if applicable)/Corridor:**
Route 1 / Corridor 8
6. **Total Project Cost:** \$52,000,000
7. **Total Funds Required:** \$3,000,000
8. **Phase/s of Project Covered by Funding:** Design



9. **Project Milestones (by phase, include all phases):**
 - Design Start: FY 2014
 - Design Complete: FY 2015
10. **In TransAction 2040 plan?**
☒ Yes ☐ No
11. **In CLRP, TIP or Air Quality Neutral?**
 Yes. CLRP ID # 2045
12. **Leverages Sources:**
 - ☐ Local ☒ State ☒ Federal
 - ☐ Other (please explain)

PROJECT ANALYSIS

Tier I ☒ Pass ☐ Fail

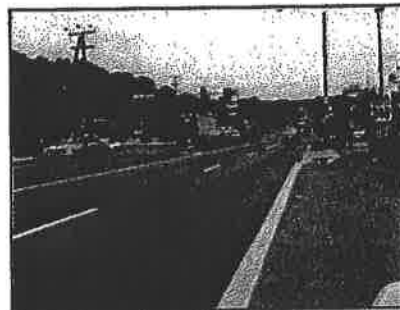
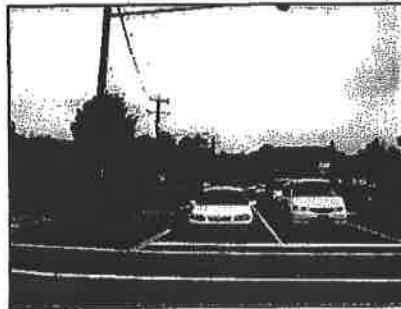
Tier II 6 out of 8 points

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?** This project will complete another segment of the Route 1 Corridor identified in VDOT's Route 1 Location Study. This segment lies between two other funded segments (VDOT's Route 1/123 Phase 1 and the County's D/B Route 1 North projects) and will allow for both local traffic to travel to and from Fairfax and Alexandria and allow for the proper movement of Intrastate travel on Route 1, which serves as a major artery for the Eastern part of the Commonwealth. This is also a major multi-modal route, currently being studied by DRPT.
2. **How does the project reduce congestion?** This project will reduce congestion by widening an already congested (currently carrying over 54,000 vehicles per day) part of Route 1 from four to six lanes. It will also improve intersections for better flow and additional capacity. With the completion of the two sections of Route 1 to the north and south of this project, Route 1 will be a six lane facility from approximately the Fairfax County Line to Cardinal Drive/Neabsco Road, where in the future it is expected to carry over 80,000 vehicles per day in certain areas.
3. **How does the project increase capacity?** (*Mass transit projects only*) N/A.
4. **How does the project improve auto and pedestrian safety?** This project addresses improved auto safety by widening a high speed road and allowing for a median to be constructed, where one does not exist today. The project also includes intersection improvements at all the intersection within the project limits including additional signal and pedestrian improvements at signalized intersections.
This project also improves pedestrian safety by constructing a trail and sidewalk, where it does not exist today. Pedestrian facilities will be provided throughout the entire project (including the other projects north and south). As mentioned above, pedestrian improvements will also be made at all signalized intersections.
5. **List internet address/link to any additional information or documentation in support of project benefits. (Optional)**
http://eservice.pwcgov.org/planning/documents/19_Transportation.pdf (Pg. TRANS 24)
6. **Project Picture/Illustratives**



APPENDIX B-PROJECT BUDGET & CASH FLOW

PROJECT IDENTIFICATION AND PROPOSED FUNDING

NVTA Project Title: Route 1-Featherstone Road to Marys Way
 Recipient Entity: Prince William County
 Project Contact Information: 703-792-6825

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	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	0	\$ -	\$ -
Engineering						
Environmental Work						
Right-of-Way Acquisition						
Construction						
Contract Administration						
Testing Services						
Inspection Services						
Capital Asset Acquisitions						
Other						
Total Estimated Cost	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ -

FISCAL YEAR ANNUAL PROJECT CASH FLOW

Project Phase	Total Fiscal Year 2014		Total Fiscal Year 2015		Total Fiscal Year 2016		Total Fiscal Year 2017		Total Fiscal Year 2018	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
Design Work			\$ 2,200,000.00		\$ 800,000.00					
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
Other										
Total Estimated Cost	\$ -	\$ -	\$ 2,200,000.00	\$ -	\$ 800,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

FISCAL YEAR ESTIMATED PROJECT CASH FLOW

	FY 14 Mthly Cash Flow		FY 15 Mthly Cash Flow		FY 16 Qtrly Cash Flow		FY 17 Qtrly Cash Flow		FY 18 Qtrly Cash Flow	
	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed	PayGo	Financed
July			\$ 183,333.33		\$ 133,333.33					
August			\$ 183,333.33		\$ 133,333.33					
September			\$ 183,333.33		\$ 133,333.33					
October			\$ 183,333.33		\$ 133,333.33					
November			\$ 183,333.33		\$ 133,333.34					
December			\$ 183,333.33		\$ 133,333.34					
January			\$ 183,333.33							
February			\$ 183,333.33							
March			\$ 183,333.34							
April			\$ 183,333.34							
May			\$ 183,333.34							
June			\$ 183,333.34							
Total per Fiscal Year	\$ -	\$ -	\$ 2,200,000.00	\$ -	\$ 800,000.00	\$ -	\$ -	\$ -	\$ -	\$ -

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

Director of Transportation

Title

Date

5/8/14

Print name of person signing

PIKE CANICARLES for TB

Northern Virginia Transportation Authority

Signature

NVTA Executive Director

Title

Date

Print name of person signing

MOTION: PRINCIPI

**May 6, 2014
Regular Meeting
Res. No. 14-307**

SECOND: NOHE

RE: AUTHORIZE EXECUTION OF A STANDARD PROJECT AGREEMENT BETWEEN THE COUNTY AND THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY FOR LOCAL ADMINISTRATION OF THE ROUTE 1 (MARYS WAY TO FEATHERSTONE ROAD) PROJECT AND BUDGET AND APPROPRIATE \$3,000,000 IN FUNDS FOR THE ROUTE 1 (MARYS WAY TO FEATHERSTONE ROAD) PROJECT TO BE REIMBURSED WITH FISCAL YEAR 2014 70% HB2313 REVENUES

ACTION: APPROVED

WHEREAS, in April 2013, the General Assembly and Governor approved a new transportation funding bill (HB2313) with all taxes and fees imposed by the General Assembly; and

WHEREAS, 70% of HB2313 revenues will be provided to the Northern Virginia Transportation Authority (NVTa) for regional projects included in TransAction 2040 or future updates that have also been evaluated by the Virginia Department of Transportation (VDOT) for reducing congestion, or mass transit capital projects that increase capacity; and

WHEREAS, the NVTa approved a list of 34 projects to be funded with FY2014 HB2313 funds; and

WHEREAS, the NVTa approved a standard project agreement for the local administration of a project and for implementing jurisdictions and agencies to enter into a formal agreement with the Authority to receive the HB2313 70% funds on a reimbursement basis; and

WHEREAS, the Route 1 (Marys Way to Featherstone Road) Project was approved by the NVTa for \$3,000,000 for design work as part of the FY2014 approved project list; and

WHEREAS, the County will need to budget and appropriate \$3,000,000 in funds and use this funding to pay for the design work; and

WHEREAS, the County will be reimbursed for these costs through the provisions outlined in the NVTa standard project agreement;

May 6, 2014
Regular Meeting
Res. No. 14-307
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby authorize the execution of a Standard Project Agreement between Prince William County and the Northern Virginia Transportation Authority for local administration of the Route 1 (Marys Way to Featherstone Road) Project and budget and appropriate \$3,000,000 in funds for the Route 1 (Marys Way to Featherstone Road) Project to be reimbursed with Fiscal Year 2014 70% HB2313 revenues as follows:

Budget & Appropriate (Revenue):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 1 (Marys Way to Featherstone)	TBD – NVTA Reimbursement	\$3,000,000

Budget & Appropriate (Expenditure):

<u>OCA</u>	<u>OL3</u>	<u>Amount</u>
TBD – Route 1 (Marys Way to Featherstone)	3220 – Engineering Services	\$3,000,000

Votes:

Ayes: Candland, Covington, Jenkins, May, Nohe, Principi, Stewart

Nays: None

Absent from Vote: None

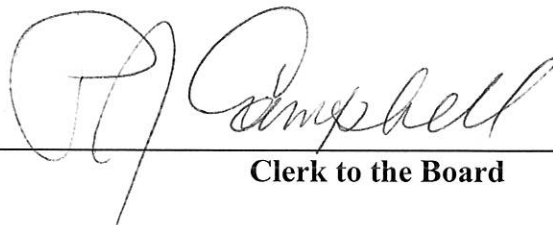
Absent from Meeting: Caddigan

For Information:

Transportation Director

ATTACHMENT: Shared Project Agreement for Funding and Administration

ATTEST: _____


Clerk to the Board

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chair Finance Committee

SUBJECT: Funding of Matched Reserve

DATE: May 8, 2014

1. **Purpose:** To pace the year end receipts of FY 2014 funds to meet the cash flow needs of the FY 2014 PayGo and bond projects and to fund the matched reserve being established to secure the line of credit. The temporary changes to the funding stream accommodate project progress while allowing FY2014 funds to meet the needs of the Authority.
2. **Suggested motion.** *I move the Authority temporarily allocate a portion of its year end receipts of FY 2014 funds not immediately needed to match the projected expenditures of certain FY 2014 PayGo projects to fund the matched reserve required for the line of credit financing. The amounts used to fund the matched reserve are anticipated to be replaced by FY 2014 funds and will be available for such FY 2014 PayGo project expenditures by September 30, 2014. The cash flow management allocations do not in any way change the project approvals or priorities. Based on discussions with the affected member jurisdictions, the following projects are not expected to require the full amount of their FY2014 PayGo funding by September 30, 2014 and the jurisdictions have agreed to the temporary reallocation listed in the table.*

Project	Jurisdiction	Amount
Columbia Pike Multimodal	Arlington County	\$6.2 million
Belmont Ridge Road	Loudoun County	\$13.5 million
Innovation Center Metrorail Station	Fairfax County	\$13.5 million

3. **Background:** As previously reviewed with the Authority, plans for the establishment of a line of credit (LOC) for interim financing are moving forward. The request for proposals for the LOC was issued on May 2, 2014. Part of the financing plan calls for the establishment of a matched reserve in an amount equal to the full principal amount of and the estimated interest due on the LOC. The projected size of the matched reserve is \$75.3 million. The Authority's full year cash flow needs will accommodate the establishment of the matched reserve. However, the final receipt of all FY2014 revenue amounts in September 2014 will occur after the date when the matched reserve must be funded (June 2014). This cash flow timing mismatch results in approximately \$33.2 million of FY2014 funds being received after the closing of the LOC and after June 30, 2014. However, since these funds are derived from sales tax, grantors tax and TOT tax transactions occurring in FY2014, the funds are designated as FY2014 revenue. This designation will not be lost by the temporary use of the funds in the matched reserve.

- 4. Comments:** In support of the May 2014 request for the temporary allocation to fund the matched reserve in June 2014 (the projected settlement of the line of credit), the following has been completed:
- a. The funding strategy was developed by the debt selection advisory team, comprised of debt managers from member jurisdictions and the Authority's CFO. The Authority's bond counsel and financial advisor advised on the development of the strategy. The Council of Counsel was advised about the strategy.
 - b. Based on prior submissions of cash flow projections, PayGo projects whose projected cash flow needs do not require all of their assigned PayGo funding by September 30, 2014 were identified.
 - c. In cooperation with member jurisdictions, NVTa staff confirmed that maximizing the matched reserve using cash flow on hand as of June 2014 for the LOC could be accomplished without jeopardizing progress of the PayGo projects.
 - d. NVTa staff, in consultation with the Financial Advisor, expects that the FY2014 funds approved for use in the matched reserve will be restored by September 30, 2014.
 - e. Based on advice from the Council of Counsel and Bond Counsel and input from the debt selection advisory team, NVTa staff is seeking Authority approval for the temporary use of the cash flows for this purpose.
- 5. Finance Committee:** The Finance Committee received a briefing on the funding strategy for the matched reserve on May 2, 2014, and concurred with the need for this funding strategy. However, the Committee asked for additional information on the proposed projects and noted concurrence by the affected jurisdictions must be provided prior to action by the full Authority. The Committee also wanted to be clear that this type of action is required to bridge between short-term and long-term financing, and is not expected to be necessary in future years once the working capital reserve is established.

Coordination:

Council of Counsels
Bond Counsel – McGuireWoods
Financial Advisor – Public Financial Management
Debt Selection Advisory Team
Arlington County
Loudoun County
Fairfax County

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

M E M O R A N D U M

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

FROM: Scott York, Chair, Finance Committee

DATE: May 2, 2014

SUBJECT: Planned Use and Commitment of FY2014 Regional Revenue Balance

1. **Purpose:** Establish the purpose and use of any June 30, 2014 balances of 70% Regional Revenue as recommended by the Finance Committee.
2. **Suggested Motion:** *I move the Authority designate any available June 30, 2014 balances of the FY2014 70% Regional Revenue for the purposes of:*
 - a) *The debt service reserve for the Line of Credit.*
 - b) *Payment of any debt service due on draws on the Line of Credit.*
 - c) *Initial funding of the Working Capital Reserve as created by the Authority Debt Policy with a classification noting the revenues as FY2014 70% Regional Revenues*
 - d) *Use for projects as may be determined by the Authority.*
3. **Background:**
 - a. The Authority is accumulating and is projected to have a balance of unspent and unallocated 70% Regional Revenues at the end of fiscal year 2014. By "unallocated" it is meant not reserved for PayGo projects. This balance is referred to herein as "FY2014 70% Regional Revenue Balance."
 - b. The FY2014 70% Regional Revenue Balance will be used initially to fund a debt service reserve (the "matched reserve") for the Line of Credit financing currently in the procurement process.
 - c. The matched reserve is expected to be the primary security and source of payment for the line of credit until such time as bonds are successfully issued, at which time the matched reserve will be released.
 - d. To the extent the FY2014 70% Regional Revenue Balance is not used to pay debt service on the line of credit, it is beneficial for the Authority to commit such funds to preserve their identity as FY2014 70% Regional Revenues.

Coordination:

Council of Counsels
Bond Counsel – McGuireWoods
Financial Advisor – Public Financial Management

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chair, Finance Committee

DATE: May 2, 2014

SUBJECT: Fiscal Year 2015 Revenue Estimates

1. **Purpose:** Presentation of FY2015 revenue estimates. Estimates have been reviewed by the Finance Committee which recommends adoption.
2. **Suggested motion.** *I move that the Authority adopt the FY2015 revenue estimates.*
3. **Background:**
 - a. The Authority receives revenue for operations, projects and debt service payments from three sources: Sales Taxes, Grantors Taxes and Transient Occupancy Taxes. Fiscal year revenue estimates must be made for budgeting and planning purposes. Once approved by the Authority, these projections become the basis for future reserve calculations, project allocations and financing decisions.
 - b. A revenue estimate subgroup was formed from the Financial Working Group. All member jurisdictions were invited to participate in the subgroup. Fairfax County, Loudoun County, Prince William County, Arlington County and the City of Alexandria contributed information in the development of the updated Authority estimates. Revenues from these five member jurisdictions comprise approximately 95% of the Authority's total revenues.
 - c. The growth rates projected by the five largest jurisdictions were combined and weighted to reach a general growth factor. This growth factor was used to estimate revenue from the remaining jurisdictions. The general growth factor was only used for approximately 5% of the projected revenue.
 - d. FY2016 Revenue projections are presented for reference purposes only.
4. **Assumptions:**
 - a. Based on information contributed from member jurisdictions:
 - i. Sales tax rate of growth has slowed from prior projections to 1.01% for FY2015. Sales tax comprises approximately 78.8% of Authority annual revenue
 - ii. Transient Occupancy Tax (TOT) is projected to grow 5% in FY2015. TOT is approximately 8.6% of Authority annual revenue.
 - iii. Grantors Tax is projected to grow 7.8% in FY2015. Grantors tax is approximately 12.6% of Authority annual revenue.
 - b. The rates of growth currently projected for TOT and Grantors taxes will not fully compensate for the slower than earlier projected rate of growth for sales tax.

- c. The following table presents the proposed FY2015 revenue for the Authority. Adopted FY2014 and Projected FY2016 are shown for reference. Jurisdiction detail is presented in Attachment A.

FY2015 Revenue Estimates (Accrual Basis)					
	Adopted FY2014		Proposed FY2015		Projected FY2016
Sales	\$ 232,456,223		\$ 228,073,196		\$ 232,756,820
TOT	\$ 24,348,642		\$ 25,258,011		\$ 25,632,398
Grantors	\$ 34,676,790		\$ 36,903,666		\$ 37,202,478
Total	\$ 291,481,655		\$ 290,234,874		\$ 295,591,696
70%	\$ 204,037,159		\$ 203,164,412		\$ 206,914,187
30%	\$ 87,444,497		\$ 87,070,462		\$ 88,677,509

Attachment A: Proposed FY 2015 Revenues – Jurisdiction Detail

Coordination:

NVTA Finance Committee

Financial Working Group – Revenue Estimate Subgroup

Northern Virginia Transportation Authority				
Proposed FY 2015 Revenues				
Jurisdiction Detail				
		Adopted FY 2014	Proposed FY 2015	Projected FY 2016
Arlington	Sales	\$ 24,473,867	\$ 23,984,390	\$ 23,984,390
	TOT	\$ 8,890,830	\$ 8,890,830	\$ 8,890,830
	Grantors	\$ 4,574,287	\$ 4,574,287	\$ 4,574,287
	Total	\$ 37,938,985	\$ 37,449,507	\$ 37,449,507
Fairfax County	Sales	\$ 104,977,104	\$ 100,596,000	\$ 103,110,900
	TOT	\$ 9,984,936	\$ 8,965,800	\$ 9,234,774
	Grantors	\$ 15,169,980	\$ 15,169,980	\$ 15,169,980
	Total	\$ 130,132,020	\$ 124,731,780	\$ 127,515,654
City of Alexandria	Sales	\$ 15,806,507	\$ 14,891,000	\$ 15,039,910
	TOT	\$ 3,570,388	\$ 3,364,000	\$ 3,397,640
	Grantors	\$ 3,391,565	\$ 3,195,000	\$ 3,226,950
	Total	\$ 22,768,460	\$ 21,450,000	\$ 21,664,500
Loudoun	Sales	\$ 39,833,324	\$ 40,086,000	\$ 40,887,720
	TOT	\$ 806,445	\$ 2,020,000	\$ 2,040,200
	Grantors	\$ 6,093,105	\$ 8,466,000	\$ 8,635,320
	Total	\$ 46,732,873	\$ 50,572,000	\$ 51,563,240
Prince William	Sales	\$ 32,943,958	\$ 33,928,982	\$ 34,946,852
	TOT	\$ 530,452	\$ 1,446,000	\$ 1,488,946
	Grantors	\$ 4,476,903	\$ 4,521,672.00	\$ 4,612,105
	Total	\$ 37,951,313	\$ 39,896,654	\$ 41,047,903
City of Fairfax	Sales	\$ 6,462,525	\$ 6,536,626	\$ 6,626,350
	TOT	\$ 345,984	\$ 349,526	\$ 354,803
	Grantors	\$ 289,079	\$ 290,799	\$ 292,916
	Total	\$ 7,097,588	\$ 7,176,951	\$ 7,274,069
City of Falls Church	Sales	\$ 2,470,340	\$ 2,498,666	\$ 2,532,963
	TOT	\$ 141,857	\$ 143,309	\$ 145,473
	Grantors	\$ 261,761	\$ 263,319	\$ 265,235
	Total	\$ 2,873,958	\$ 2,905,294	\$ 2,943,671
City of Manassas	Sales	\$ 4,568,248	\$ 4,620,629	\$ 4,684,053
	TOT	\$ 77,750	\$ 78,546	\$ 79,732
	Grantors	\$ 271,303	\$ 272,917	\$ 274,904
	Total	\$ 4,917,301	\$ 4,972,092	\$ 5,038,689
City of Manassas Park	Sales	\$ 920,350	\$ 930,903	\$ 943,681
	Grantors	\$ 148,806	\$ 149,692	\$ 150,781
	Total	\$ 1,069,157	\$ 1,080,595	\$ 1,094,463
Total NVT A Revenue				
	Sales	\$ 232,456,223	\$ 228,073,196	\$ 232,756,820
	TOT	\$ 24,348,642	\$ 25,258,011	\$ 25,632,398
	Grantors	\$ 34,676,790	\$ 36,903,666	\$ 37,202,478
	Total	\$ 291,481,655	\$ 290,234,874	\$ 295,591,696
	70%	\$ 204,037,159	\$ 203,164,412	\$ 206,914,187
	30%	\$ 87,444,497	\$ 87,070,462	\$ 88,677,509

REVISED

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Interim Executive Director

DATE: May 2, 2014

SUBJECT: Proposed FY2015 Authority Budget

1. **Purpose.** Presentation of proposed FY2015 Authority Budget as approved and recommended by the NVTa Finance Committee.
2. **Suggested motion.** *I move approval of the proposed FY2015 Authority Budget comprised of the FY2015 Operating Budget, FY2015 30% Funds Budget and FY2015 70% Regional Revenue Budget.*
3. **Background.** The Authority budget is comprised of three segments; Operating Budget, 30% Funds Budget and 70% Regional Revenue Budget.
 - a. Proposed budget is consistent with guidance approved at April 17th meeting with the exception of the use of 70% interest (estimated to be \$52,500 for FY2015). At the Finance Committee meeting on May 2, Council of Counsels recommended that we not use 70% interest for anything other than the 70% fund as it was not explicitly addressed in the recent bond case in Fairfax Circuit Court.
 - b. Projected Authority tax revenue for FY2015 is \$290,234,874.
 - c. Carryover from FY2014 is expected to be approximately \$270,000 (approximately 30% of the approved FY2014 budget).
 - d. Interest earned on 70% Regional Revenue for FY2015 is projected at \$52,500.
 - e. The Authority's operating budget, net of revenue and carryover, is allocated to, and paid by, member jurisdictions based on population.
 - f. The Authority is required under §15.2-4838.1 B.1. to disburse 30% of revenues received to member jurisdictions. The projected 30% distribution for FY2015 is \$87,070,462.
 - g. The remaining 70% Regional Revenue must first be used to meet any debt service requirements, reserve requirements of the debt policy with the remaining balance available for projects to be approved by the Authority. The projected 70% regional revenue for FY2015 is \$203,516,912.
4. **Operating Budget.** The proposed FY2015 Operating Budget is presented on Attachment A. The attachment includes the approved FY2014 budget and a FY2016 projection for comparison purposes.

- a. Revenue.
 - 1) Carry forward from FY2014. Unobligated/unexpended operating budget funds from FY2014 will be available for allocation to the FY2015 budget. This amount is projected at \$270,000.
 - 2) Total FY2015 operational revenue. Operational revenue is estimated as \$270,000.
 - b. Expenditures. FY2015 is the first full year of expenditures for the Authority.
 - 1) Personnel expenditures. Personnel costs were estimated based on guidance provided by the Authority on April 17, 2014. The Authority is undergoing an actuarial study to evaluate joining the Virginia Retirement System (VRS). The study is not expected to be complete until the end of June. Authority action in FY2015 will be needed to join VRS. Best efforts were made on estimating the cost of benefits in absence of the actuarial study.
 - 2) Professional services. The majority of professional service expenditures in the FY2014 budget (\$205,000) was related to financing preparation and closing costs. These costs are reimbursable through debt proceeds. For FY2015 these costs are moved to the 70% regional funds, where they will be reimbursed through debt proceeds. One-time expenses of \$46,200 for Transaction Update Outreach have been included.
 - 3) Technology/communication. Two significant one-time expenses in the category for FY2015 are the acquisition of an accounting system (\$25,000) and the revision of the Authority web site (\$30,000).
 - 4) Administrative expenses. This expenditure category will have lease and moving costs as well as the expense of furnishing and equipping the new office location when the Authority moves with NVRC.
 - c. Authority member jurisdiction support. The net operating cost of \$1,149,472 is prorated to member jurisdictions as shown at the bottom of Attachment A.
- 5. 30% Fund Budget.** The Authority is required under 15.2-4838.1 B. 1. to disburse 30% of revenues received to member jurisdictions. Attachment B has the details of the 30% Fund Budget. Upon arrival from the Commonwealth these receipts are placed in a special revenue fund.
- a. The Authority expects to receive \$290,234,874 in taxes during FY2015.
 - b. Based on expected revenue, the Authority must appropriate 30% or \$87,070,462 for distribution to member jurisdictions as stipulated in 15.2-4838.1 B. 1.
 - c. Distributions will occur monthly as revenues are received and contingent on jurisdiction compliance with the Memorandum of Agreement between the Authority and member jurisdictions.
- 6. 70% Regional Revenue Budget.** The Authority expects to receive \$203,516,912 in 70% Regional Revenue, as shown on Attachment C. The Authority debt policy and Master Indenture of Trust sets a priority for the assignment of these revenues.
- Senior debt service requirements.
 - Debt service reserve requirements (if due).

- Subordinate debt service requirements (if due).
 - Rebate fund requirements (if due).
- a. Additional requirements on the 70% Regional Revenue are:
- 1) Working Capital Reserve. As part of the project funding process in FY2015 transfers will need to be made to start funding the debt policy requirement of approximately \$101.5 million in Working Capital Reserve.
 - 2) Costs of Issuance. Financing costs will be drawn from the 70% regional revenues with that fund being reimbursed from debt proceeds upon settlement.
 - 3) Regional Projects. When the Authority determines the FY2015 PayGo projects, those funds will be appropriated within 70% Regional Revenues.
- b. FY2015 budget for 70% Regional Revenue. Until the Authority determines the FY2015 projects, budgeting for the 70% Regional Revenues will be very basic. However a budget needs be set at the beginning of the fiscal year.
- 1) As noted on Attachment C, potential initial funding of the Working Capital Reserve and potential FY2015 bond issuance costs are presented.
 - 2) As the Authority determines FY2015 projects, the level and timing of transfers to reserves will be considered.
 - 3) Until the FY2015 project selection process is underway, the balance of the 70% Regional Revenue remains uncommitted.

Attachments:

- A. Proposed FY2015 Operating Budget
- B. Proposed FY2015 30% Fund Budget
- C. Proposed FY2015 70% Regional Revenue Budget

Coordination: NVTa Finance Committee

XII.A

Northern Virginia Transportation Authority Proposed FY 2015 Operating Budget				
	Adopted FY2014	Proposed FY2015	Projected FY2016	
Operating Revenue				
Carry Forward, Prior Fiscal Year	\$ 212,117	\$ 270,000	\$ 229,339	
Interest on 70% Regional Funds	\$ 100,000	\$ -	\$ -	
Total Operating Revenue	\$ 312,117	\$ 270,000	\$ 229,339	
Expenditures				
Personnel:				
Salaries (FT/PT)	\$ 342,628	\$ 611,290	\$ 618,000	
Benefits	\$ 122,700	\$ 180,350	\$ 181,400	
Taxes		\$ 48,100	\$ 48,600	
Subtotal Personnel	\$ 465,328	\$ 839,740	\$ 848,000	
Professional Services:				
Audit/Accounting		\$ 27,500	\$ 17,500	
Banking Services		\$ 1,000	\$ 1,000	
Financial Advisory	\$ 80,000	\$ -	\$ -	
Insurance	\$ 3,000	\$ 3,700	\$ 3,700	
Legal	\$ 125,000	\$ -	\$ -	
Payroll Services		\$ 2,000	\$ 2,000	
Transaction Update Outreach		\$ 46,200		
Public Outreach	\$ 30,000	\$ 23,800	\$ 23,800	
Subtotal Professional Service	\$ 238,000	\$ 104,200	\$ 48,000	
Technology/Communication				
Accounting & Financial Reporting System		\$ 25,000	\$ 11,809	
Hardware Software & Peripherals Purchase		\$ 7,000	\$ 2,000	
IT Support Services including Hosting	\$ 16,655	\$ 11,794	\$ 11,794	
Phone Service	\$ 11,650	\$ 7,060	\$ 7,060	
Web Development & Hosting		\$ 30,000	\$ 5,500	
Subtotal Technology/Communication	\$ 28,305	\$ 80,854	\$ 38,163	
Administrative Expenses				
Advertisements		\$ 6,000	\$ 6,000	
Dues & Subscriptions		\$ 2,500	\$ 2,500	
Duplication/Printing	\$ 9,000	\$ 15,000	\$ 15,000	
Furniture/Fixtures		\$ 58,000	\$ -	
Meeting Expenses	\$ 1,000	\$ 3,600	\$ 3,600	
Mileage/Transportation	\$ 6,000	\$ 7,200	\$ 7,200	
Miscellaneous Expense (moving expense)		\$ 5,000	\$ -	
Office Lease	\$ 5,460	\$ 50,000	\$ 100,000	
Office Supplies		\$ 5,200	\$ 5,200	
Postage/Delivery		\$ 600	\$ 600	
Professional Development/Training		\$ 5,000	\$ 5,000	
Subtotal Administrative Expenses	\$ 21,460	\$ 158,100	\$ 145,100	
Subtotal Operating Expenditures	\$ 753,093	\$ 1,182,894	\$ 1,079,263	
Operating Reserve (20%)	\$ 150,619	\$ 236,579	\$ 215,853	
Total Expenditures	\$ 903,712	\$ 1,419,472	\$ 1,295,115	
Net Operating Costs/Member Jurisdiction Support	\$ 591,595	\$ 1,149,472	\$ 1,065,776	

Member Jurisdiction Support				
	2010 Population	FY 2014 Support Amounts	FY 2015 Support Amounts	FY 2016 Support Amounts
City of Alexandria	6%	\$ 37,270	\$ 72,417	\$ 67,144
Arlington County	9%	\$ 55,610	\$ 108,050	\$ 100,183
City of Fairfax	1%	\$ 5,916	\$ 11,495	\$ 10,658
Fairfax County	48%	\$ 283,965	\$ 551,747	\$ 511,573
City of Falls Church	1%	\$ 3,550	\$ 6,897	\$ 6,395
Loudoun County	14%	\$ 84,006	\$ 163,225	\$ 151,340
City of Manassas	2%	\$ 10,057	\$ 19,541	\$ 18,118
City of Manassas Park	1%	\$ 3,550	\$ 6,897	\$ 6,395
Prince William County	18%	\$ 107,670	\$ 209,204	\$ 193,971
	100%	\$ 591,595	\$ 1,149,472	\$ 1,065,776

XII.B

Northern Virginia Transportation Authority Proposed FY 2015 30% Fund Budget				
	Adopted FY2014	Proposed FY2015	Projected FY2016	
Revenue 30% Funds				
Sales Tax	\$ 69,736,867	\$ 68,421,959	\$ 69,827,046	
TOT	\$ 7,304,593	\$ 7,577,403	\$ 7,689,719	
Grantor's Tax	\$ 10,403,037	\$ 11,071,100	\$ 11,160,743	
Revenue Variance (Regional Funds)	\$ (3,390,431)	\$ -	\$ -	
Total Revenue	\$ 84,054,066	\$ 87,070,462	\$ 88,677,508	
Expenditures				
30% Distribution to Member Jurisdictions	\$ 84,054,066	\$ 87,070,462	\$ 88,677,508	
Total Expenditures	\$ 84,054,066	\$ 87,070,462	\$ 88,677,508	
Ending Fund Balance	\$ -	\$ -	\$ -	

XII.C

Northern Virginia Transportation Authority Proposed FY 2015 70% Regional Revenue Budget				
	Adopted FY2014	Proposed FY2015	Projected FY2016	
Revenue 70% Regional Funds				
Sales Tax	\$ 162,719,356	\$ 159,651,238	\$ 162,929,774	
TOT	\$ 17,044,049	\$ 17,680,608	\$ 17,942,679	
Grantor's Tax	\$ 24,273,753	\$ 25,832,566	\$ 26,041,735	
State/Federal Grants	\$ -	\$ -	\$ -	
Bond or LOC Proceeds	\$ 75,300,000	\$ -	\$ -	
Reimbursable Expenditures	\$ -	\$ 300,000	\$ -	
Interest Earned	\$ 100,000	\$ 52,500	\$ 70,000	
Revenue Variance (Regional Funds)	\$ (7,911,004)	\$ -	\$ -	
Total Revenue with Debt Proceeds	\$ 271,526,154	\$ 203,516,912	\$ 206,984,188	
Expenditures				
Matching LOC/Debt Service Reserve	\$ 75,300,000	\$ -	\$ -	
Working Capital Reserve	\$ -	\$ 66,028,434	\$ 37,463,660	
PAYG Expenditures	\$ 122,058,000			
Bond Expenditures	\$ 73,935,000			
Debt Service	\$ 573,000	\$ 6,000,000	\$ 6,000,000	
Bond Issuance Cost	\$ 792,000	\$ 300,000	\$ -	
Projected Project Expenditures		\$ 131,188,478	\$ 163,520,528	
Interest Transferred to Operating Budget	\$ 100,000	\$ -	\$ -	
Total Expenditures	\$ 272,758,000	\$ 203,516,912	\$ 206,984,188	
Available Balance	\$ (1,231,846)	\$ -	\$ -	
Cumulative Reserve Balances				
Working Capital Reserve (50%)	\$ -	\$ 66,028,434	\$ 103,492,094	
Matching/DSR Reserve	\$ 75,300,000	\$ 75,300,000	\$ -	
Cumulative Reserve Balances	\$ 75,300,000	\$ 141,328,434	\$ 103,492,094	

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Scott York, Chair - Finance Committee

DATE: May 5, 2014

SUBJECT: May 2014 Finance Committee Report

1. **Purpose.** To provide a monthly report of the activities of the NVTa Finance Committee.
2. **Comments:** The May meeting was led by Finance Committee Vice-Chair Mary Hynes.
 - a. **The following were action items for the Committee:**
 - i. FY 2015 Revenue Estimates. A report of the FY2015 revenue estimate was presented. The revenue estimates were previously presented at the April 3 Finance Committee and April 17, 2014 Authority meetings. No changes have been made to the previously presented estimate. The Finance Committee recommended approval of the estimate.
 - ii. FY2015 Authority Budget. The proposed budget for FY2015 was presented. The budget is made of three components; Operating Budget, 30% Funds Budget and 70% Regional Revenues. The Finance Committee approved the budgets as presented in the final version.
 - iii. Funding of Matched Reserve. The committee reviewed the strategy for funding the matched reserve required for the line of credit financing. The funding strategy includes a temporary transfer of PayGo funds for cash flow purposes to support the Line of Credit financing. The committee approved the strategy.
 - iv. Planned Use and Commitment of FY2014 Regional Revenue Balance. The Committee approved a recommendation to make a formal commitment of any 70% Regional Revenue balances to ensure clarity of their status as FY2014 revenues.
 - b. **The Following were Information/Discussion Items for the Committee:**
 - i. Review of Purchase of General Ledger Accounting System
 - ii. NVTa Receipts Report
 - iii. NVTa Operating Budget Report
 - iv. Update on NVTa financing activities (verbal discussion).

REVISED

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
TECHNICAL ADVISORY COMMITTEE

M E M O R A N D U M

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

FROM: Randy Boice, Chair, Technical Advisory Committee

DATE: April 30, 2014

SUBJECT: Benefits

1. **Purpose.** To share with the Authority our initial perspective on the “benefits” definitional challenge.
2. **Discussion.** At our April 16 meeting we had a focused discussion on the challenge of defining what is meant by “benefits” in the context of statutory mandate for jurisdictions to share benefits proportional to their revenue contribution over time. Key comments included:
 - Terms such as “benefit” and “long-term” are not defined in legislation.
 - TransAction 2040 provides a regional perspective of the jurisdictional “needs”; however, it does not include a regional sense of complementary benefits.
 - Demographic forecasting consistently reflects regional population growth and population shifts between “inner” and “outer” areas.
 - Regional activity centers provide a good focus for transportation improvements.
 - It is critical to demonstrate that projects selected for the regional long range plan will benefit the region; not just particular jurisdictions. This suggests the need for an objective and robust methodology that estimates impacts and benefits, leveraging existing data sources and models. This methodology must embrace highway and transit (rail, bus, etc.) improvements.
 - Project development schedules and the slow rate of making changes in land use mean estimation of benefits should be made over a period of not less than six years. This period of time could be longer.
 - It is difficult to communicate the concept of transportation investments making traffic conditions better than they would have been, while not actually making conditions better than they are today.

- 3. Principles.** As a preliminary perspective on addressing the “benefits” challenge, the Committee agreed on these general principles:
- Benefits to jurisdictions cannot be equated to revenues generated by, or attributable to, each jurisdiction.
 - Benefits may have a positive impact on multiple jurisdictions.
 - The minimum time period for the estimation of benefit accruing to each jurisdiction should be at least six (6) years.
 - The estimation of benefits should take advantage of ongoing analyses and existing models.
- 4. Next steps.** As we look forward to the next meeting, I anticipate that our focus will be to continue the discussion on “benefits”. Specifically we will consider which measures are most appropriate for estimating congestion reduction and other project impacts, and the methodology/data sources associated with determining the scale and distribution of each of these measures.

In the longer term, we anticipate:

- Reviewing the findings of VDOT’s HB599 study.
- Reviewing current practices for monitoring traffic congestion and other trends in Northern Virginia, and to suggest options for enhancing the state of the practice in support of NVTAs’ annual reporting obligations.
- Supporting the development of the scope of work for the update to the TransAction 2040 long range plan, with a specific focus on identifying projects with the greatest regional significance.

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: Monica Backmon, Chairman, Jurisdiction and Agency Coordination Committee

SUBJECT: JACC Approval of the Reallocation of Congestion Mitigation Air Quality Program Funds for the Town of Vienna

DATE: May 8, 2014

Purpose. To inform the NVTA of the JACC approval of the Town of Vienna's Congestion Mitigation Air Quality Program reallocation request.

Explanation: On September 11, 2008, the 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).

The Town of Vienna requested the reallocation below.

- Transfer \$90,000 in CMAQ funds from UPC95412-Purchase Signal Equipment PE Only to UPC 104326 Walk to Metrorail-Tapawingo Road and Cottage Street Sidewalk. The Town has included traffic signal preliminary engineering with other projects and would like to award the sidewalk construction project this construction season.

NVTA's delegation requires that the JACC notify the NVTA of these requests. The JACC approved this request on April 24, 2014. Unless otherwise directed, I will send the attached letter to VDOT NOVA District Administrator, Helen Cuervo, asking that the funds be reallocated.

Attachment(s): Letter to VDOT NOVA District Administrator Cuervo, Town of Vienna transfer request



XV.ATTACHMENT

Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

www.TheNoVaAuthority.org

April 28, 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 Air Quality Funds for the Town of Vienna

Dear Ms. Cuervo:

On September 11, 2008, the 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 April 24, 2014, the Town of Vienna requested such reallocation. The reallocation request is noted below:

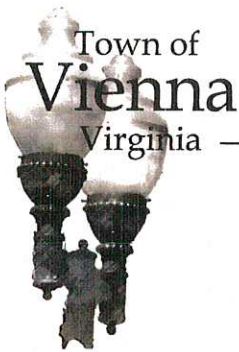
- Transfer \$90,000 in CMAQ funds from UPC95412-Purchase Signal Equipment PE Only to UPC 104326 Walk to Metrorail-Tapawingo Road and Cottage Street Sidewalk. The Town has included traffic signal preliminary engineering with other projects and would like to award the sidewalk construction project this construction season.

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,

Monica Backmon
NVTA JACC Chairman

Cc: Jan Vaughn/Dic Burke, Transportation Planning Section, VDOT
Dennis Johnson, Director of Public Works, Town of Vienna



Department of Public Works

Dennis Johnson, P.E.
Director

April 16, 2014

Monica Backmon, Chairman
Jurisdiction and Agency Coordinating Committee
Northern Virginia Transportation Authority
3060 Williams Drive, Suite 510
Fairfax, VA 22031-4648

RE: Reallocation of CMAQ funds, UPC 95412 to UPC 104326

Dear Ms. Backmon,

The Town of Vienna requests NVTa JACC concurrence to move \$90,000 from UPC 95412 Purchase Signal Equipment PE Only to UPC 104326 Walk to Metrorail, Tapawingo Road and Cottage Street sidewalk. We have been able to include traffic signal preliminary engineering with other projects and would like to award the sidewalk construction project this construction season.

My contact information is 703-255-6386 or email at djohnson@viennava.gov.

Sincerely,

Dennis Johnson, PE
Public Works Director

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

FROM: John Mason, Executive Director

SUBJECT: Status of Memoranda of Agreement

DATE: May 2, 2014, 2014

- 1. Purpose:** Update the status of the Memoranda of Agreement (MOA) and related HB2313 required documentation that provide for 30% local funds transfers.
- 2. Background:** Each county and city is required to adopt a MOA as a preliminary step to receiving their 30% local funds. To execute the MOA in practical terms a questionnaire was included to exchange banking information, establish points of contact and cover other implementation issues. In addition, HB2313 requires the authority to ascertain the following:
 - a.** Establishment of a special account (fund) on the books of the locality
 - b.** The transfer of the C&I taxes to that fund
 - c.** Determination of a matching C&I equivalency transfer or if a deduction from the 30% share is required and executed
 - d.** Establish how each locality desires to pay its share of the Authority operating costs
- 3. Status:** As reflected in the attached summary table, six jurisdictions are receiving 30% transfers.
 - a.** Alexandria, Arlington, Fairfax County, Loudoun, City of Manassas Park and Prince William County have completed the MOA process and are receiving transfers.
 - b.** All town MOAs have been received by the Authority.

Attachment: NVTa Member Jurisdiction 30% Transfer Preparation Status, as of May 2, 2014

XVI.ATTACHMENT

NVTA Member Jurisdiction 30% Transfer Preparation Status as of May 2, 2014

	MOA				NVTA Operations		Date - NVTA	Date of
	Signed	Hard Copy			Deduct	Direct Payment,	Signed / Returned	Initial 30%
	By Jurisdiction	Received By NVTA			From Transfer	Received	MOA to Jurisdiction	Transfer
City of Alexandria	Yes	Yes	Yes	Complete	No	Yes	Feb. 20, 2014 / March 11, 2014	March 12, 2014
Arlington County	Yes	Yes	Yes	Complete	Yes		March 13, 2014 / April 14, 2014	April 15, 2014
City of Fairfax	Yes	Yes	Yes	Advised; in process	Yes		Feb. 20, 2014/	
Fairfax County	Yes	Yes	Yes	Complete	Yes		Feb. 20, 2014 / Feb. 25, 2014	Feb 25, 2014
City of Falls Church	Yes	Yes	Yes	Advised; in process	Yes		April 3, 2014 /	
Loudoun County	Yes	Yes	Yes	Complete	No	Yes	April 3, 2014 / April 10, 2014	April 9, 2014
City of Manassas	Yes	Yes	Yes	Advised; in process	Yes		April 17, 2014 /	
City of Manassas Park	Yes	Yes	Yes	Complete	Yes		Feb. 20, 2014 / March 20, 2014	March 20, 2014
Prince William County	Yes	Yes	Yes	Complete	Yes		March 7, 2014	April 23, 2014
Town MOA Status:								
Fairfax County	Yes	Yes						April 10, 2014 / April 22, 2014
Loudoun County	Yes	Yes						April 1, 2014 / April 10, 2014
Prince William County	Yes	Yes						April 10, 2014 / April 28, 2014

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

THROUGH: John Mason, Interim Executive Director

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: Report of NVTa Receipts

DATE: May 2, 2014

1. **Purpose:** Update of HB 2313 receipts, revenue estimates and distributions.
2. **Background:** NVTa receives funding through sales tax, grantors tax and transient occupancy tax (TOT). Revenues are received monthly from the Commonwealth for transactions that occurred in proceeding months.
3. **Status.** The attached reports reflect funding received or in process through April 30, 2014.
 - a. Revenue receipts (Attachment A)
 - i. The Authority has received approximately \$185.5 million through the April transfers from the Commonwealth.
 - ii. Actual to estimate comparison for revenues through April show a 4% negative variance of \$11.3 million. This is driven by lower than projected sales tax receipts.
 - iii. There are no recommended changes in the revenue estimates at this time in anticipation that some sales tax will rebound with improving weather. Even with a rebound, total revenue is still anticipated to be 3% or \$8 million lower than originally projected.
 - iv. The lower than anticipated revenue is not expected to impact projects with approved funding. Rather lower revenue at this level will only result in lower end of year balances.
 - b. Distribution to localities (Attachment B)
 - i. Of the \$185.5 million received by the Authority, approximately \$55.6 million in 30% local funds is allocated for distribution to localities.
 - ii. Alexandria, Arlington, Fairfax County, Loudoun, City of Manassas Park and Prince William are receiving regular 30% distributions.
 - iii. Once the 30% transfers commence they will occur monthly as funds are received from the Commonwealth.

Attachments:

- A. Revenues Received By Tax Type, Compared to NVTa Estimates, Through April 30, 2014
- B. Revenues Received With Pending 30% Distribution, Through April 30, 2014

XVII.A

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA ESTIMATES

JULY 1, 2013 THROUGH April 30, 2014

							NVTA		
Grantors Tax					Received		FY 2014	Annualized - Actual	Projected
Transaction Months				9	To Date	Annualized	Projection	To Projection	Variance
City of Alexandria					\$ 2,020,197	\$ 2,693,596	\$ 3,391,565	\$ (697,969)	
Arlington County					\$ 3,119,316	\$ 4,159,089	\$ 4,574,287	\$ (415,198)	
City of Fairfax					\$ 248,768	\$ 331,690	\$ 289,079	\$ 42,611	
Fairfax County					\$ 11,136,750	\$ 14,849,000	\$ 15,169,980	\$ (320,980)	
City of Falls Church					\$ 207,615	\$ 276,820	\$ 261,761	\$ 15,059	
Loudoun County					\$ 6,291,343	\$ 8,388,457	\$ 6,093,105	\$ 2,295,352	
City of Manassas					\$ 356,698	\$ 475,598	\$ 271,303	\$ 204,295	
City of Manassas Park					\$ 181,979	\$ 242,639	\$ 148,806	\$ 93,833	
Prince William County					\$ 3,477,175	\$ 4,636,234	\$ 4,476,903	\$ 159,331	
	Total Grantors Tax Revenue				\$ 27,039,842	\$ 36,053,123	\$ 34,676,789	\$ 1,376,334	4%
Regional Sales Tax*					Received		FY 2014	Annualized - Actual	
Transaction Months (Retail Sales)				8	To Date	Annualized	Projection	To Projection	
City of Alexandria					\$ 9,634,926	\$ 14,452,390	\$ 15,806,507	\$ (1,354,117)	
Arlington County					\$ 14,972,846	\$ 22,459,269	\$ 24,473,867	\$ (2,014,598)	
City of Fairfax					\$ 4,731,243	\$ 7,096,864	\$ 6,462,525	\$ 634,339	
Fairfax County					\$ 65,215,233	\$ 97,822,850	\$ 104,977,104	\$ (7,154,254)	
City of Falls Church					\$ 1,385,457	\$ 2,078,185	\$ 2,470,340	\$ (392,155)	
Loudoun County					\$ 25,000,017	\$ 37,500,026	\$ 39,833,324	\$ (2,333,298)	
City of Manassas					\$ 3,010,622	\$ 4,515,933	\$ 4,568,248	\$ (52,315)	
City of Manassas Park					\$ 694,194	\$ 1,041,290	\$ 920,350	\$ 120,940	
Prince William County					\$ 21,099,341	\$ 31,649,011	\$ 32,943,958	\$ (1,294,947)	
	Total Sales Tax Revenue*				\$ 145,743,879	\$ 218,615,819	\$ 232,456,223	\$ (13,840,404)	-6%
Transient Occupancy Tax (TOT)					Received		FY 2014	Annualized - Actual	
Transaction Months				6	To Date	Annualized	Projection	To Projection	
City of Alexandria					\$ 1,564,316	3,128,632	\$ 3,570,388	(441,756)	
Arlington County					\$ 4,781,150	9,562,301	\$ 8,890,830	671,471	
City of Fairfax					\$ 143,150	286,300	\$ 345,984	(59,684)	
Fairfax County					\$ 4,547,001	9,094,002	\$ 9,984,936	(890,934)	
City of Falls Church					\$ 39,675	79,350	\$ 141,857	(62,507)	
Loudoun County					\$ 1,036,694	2,073,388	\$ 806,445	1,266,943	
City of Manassas					\$ 34,692	69,385	\$ 77,750	(8,365)	
City of Manassas Park					\$ -	-	\$ -	-	
Prince William County					\$ 608,960	1,217,921	\$ 530,452	687,469	
	Total TOT Revenue				\$ 12,755,639	25,511,279	\$ 24,348,642	1,162,637	5%
	Total Revenue Received				\$ 185,539,361	\$ 280,180,220	\$ 291,481,654	\$ (11,301,434)	-4%
*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			
						\$ 728,038			

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

THROUGH: John Mason, Interim Executive Director

FROM: Michael Longhi, Chief Financial Officer

SUBJECT: NVTA Operating Budget

DATE: May 2, 2014

1. **Purpose:** To update the Authority on the NVTA Operating Budget.
2. **Background:** NVTA is funded through the participating jurisdictions and interest earnings. The Memorandum of Agreement (MOA) between NVTA and the member cities/counties permits the appropriate jurisdictional share of NVTA operational costs to be deducted directly from the 30% distribution or to be billed to jurisdictions.
3. **Comments:** As of this report, the rate of NVTA expenditure is below projections. Current expenses of approximately \$543,300 include approximately \$156,093 in bond preparation expenses. This results in actual cost of operations being approximately \$387,200 or 43% of the budget through ten months of the fiscal year. Specific considerations include:
 - a. Interest income is tied to the projected rate of regional (70%) project funding utilized by member jurisdictions as well as market rates. Interest earned on the 30% funding will be remitted to the member jurisdictions.
 - b. A significant amount (\$156,093) of NVTA expenses to date is related to preparation for the first bond issuance (bond validation suit and development of debt policy). Some of these expenses are recognized as committed but are unpaid, pending receipt of additional cash related to the execution of the MOAs. Many of these expenses are eligible for reimbursement when the bonds are sold.
 - c. The rate of budgeted expenditures is increasing as we've hired staff, employee benefits are used, computer equipment purchased and other additional start-up costs have an impact.
 - d. Extensive research and analysis has been done with respect to an appropriate accounting system. Results are being shared with Finance Committee at its meeting today (May 2). Our prior estimate of system purchase in range of \$25,000 and annual costs at \$12,000 remain unchanged.
 - e. No changes to the operating budget are recommended at this time.

Attachment: NVTA Operating Budget for FY 2014 through April 30, 2014

XVIII. ATTACHMENT

Northern Virginia Transportation Authority Proposed FY 2015 Operating Budget July 1, 2013 through April 30, 2014				
	Approved Budget	Received	Anticipated	Projected Revenue
INCOME:				
Cash on hand	\$ 212,117.00	\$ 212,117.36	\$ -	\$ 212,117.36
Interest (70% Regional Revenues)	\$ 100,000.00	\$ 42,790.52		\$ 42,790.52
Billed to Member Jurisdictions	\$ 591,595.00	\$ 572,071.88	\$ 19,523.12	\$ 591,595.00
Misc. Income		\$ 7,473.19		
Total Income	\$ 903,712.00	\$ 834,452.95	\$ 19,523.12	\$ 846,502.88
EXPENDITURES:	Approved Budget	Expended	Committed	Available Balance
Professional Service				
Legal	\$ 125,000.00	\$ 74,093.13	\$ -	\$ 50,906.87
Public Outreach	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Financial Services	\$ 80,000.00	\$ -	\$ 82,000.00	\$ (2,000.00)
Professional Subtotal	\$ 235,000.00	\$ 74,093.13	\$ 82,000.00	\$ 78,906.87
Operational Expenses				
Start Up Expenses				
Office Space Build Out	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
One-time h/w,s/w	\$ 948.00	\$ -	\$ -	\$ 948.00
IT/Telecommunications	\$ -	\$ -	\$ -	\$ -
Computers/Installation	\$ 9,972.00	\$ 16,112.49	\$ 2,160.00	\$ (8,300.49)
Start Up Subtotal	\$ 14,920.00	\$ 16,112.49	\$ 2,160.00	\$ (3,352.49)
Annual Expenses				
Telephone Service	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
Copier/Postage	\$ 9,000.00	\$ 2,696.30	\$ -	\$ 6,303.70
Annual 3d party s/w costs	\$ 895.00	\$ -	\$ -	\$ 895.00
Monthly internet fee (Cox)	\$ 840.00	\$ 889.64	\$ -	\$ (49.64)
Cell phones	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Lease Space	\$ 5,460.00	\$ -	\$ -	\$ 5,460.00
Mileage/Transportation	\$ 6,000.00	\$ 772.41	\$ -	\$ 5,227.59
Operating/Meeting Expenses	\$ 1,000.00	\$ 5,588.11	\$ -	\$ (4,588.11)
Insurance	\$ 3,000.00	\$ 2,673.00	\$ -	\$ 327.00
Annual Expenses	\$ 37,845.00	\$ 12,619.46	\$ -	\$ 25,225.54
Operational Subtotal	\$ 52,765.00	\$ 28,731.95	\$ 2,160.00	\$ 21,873.05
Personnel Expenses				
Salaries & Taxes	\$ 342,628.00	\$ 183,176.97	\$ -	\$ 159,451.03
Benefits	\$ 122,700.00	\$ 10,422.99	\$ 12,068.00	\$ 100,209.01
Personnel Subtotal	\$ 465,328.00	\$ 193,599.96	\$ 12,068.00	\$ 259,660.04
Expense Subtotal	\$ 753,093.00	\$ 296,425.04	\$ 96,228.00	\$ 360,439.96
Operating Reserve (20%)	\$ 150,619.00		\$ 150,619.00	\$ -
Total Expenditures	\$ 903,712.00	\$ 296,425.04	\$ 246,847.00	\$ 360,439.96
Billed to Local Governments	\$591,595			
	2010 Population	Billed Amounts		
City of Alexandria	6.30%	\$ 37,270		
Arlington	9.40%	\$ 55,610		
City of Fairfax	1.00%	\$ 5,916		
Fairfax County	48.00%	\$ 283,966		
City of Falls Church	0.60%	\$ 3,550		
Loudoun	14.20%	\$ 84,006		
City of Manassas	1.70%	\$ 10,057		
City of Manassas Park	0.60%	\$ 3,550		
Prince William	18.20%	\$ 107,670		
	100.00%	\$ 591,595		

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

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

Through: John Mason, Interim Executive Director

From: Michael Longhi, Chief Financial Officer

Date: May 2, 2014

Subject: General Ledger Accounting System

1. **Purpose.** Advise the Authority of the selection of a general ledger accounting system.
2. **Background.** The Authority is responsible for the monthly receipt and tracking of three tax types of revenue transacted at the nine member jurisdictions. Expenditures are related to the operating budget, 30% distributions and the tracking of 70% regional funds through PayGo and bond funded projects. The administration and accounting for an operating budget and the functions required for the 30% distribution are typical accounting system functions. However, the tracking of the 70% Regional Funds is somewhat unique and that is where the selection effort was focused.
3. **Selection Process:**
 - a. A formal Request for Proposals (RFP) was developed. The RFP was posted on the Commonwealth RFP distribution Portal (EVA) and mailed to ten providers of governmental accounting software products.
 - b. Ten proposals were evaluated, with five selected for demonstration by the prospective vendors, as shown on the attached General Ledger System Comparison Matrix.
 - c. Systems currently in use by member jurisdictions and agencies such as NVRC, NVTC and VRE were reviewed. No opportunity to share an existing system while still meeting NVRTA base requirements exist.
 - d. The RFP and an evaluation of the list of potential products were reviewed by the Authority's auditors. In order to maintain independence, the auditors could not make a specific recommendation. However, they found the short list of systems consistent with the services the Authority would need moving forward.
 - e. A concerted effort was made to select a system that would be 'Cloud' based and minimize the need for direct hire or contracted IT support or the purchase of server and network hardware.

The cloud based hosting requirement will allow NVRTA staff to access the system while working remotely at member jurisdiction offices.
 - f. Efforts were made to select a system that could allow for the use of an Executive View or 'dashboard' to present data to member jurisdictions online.

- g. The proposed vender's customer base, length of time in service and commitment to training and customer support were also carefully reviewed.
 - h. The ability to track PayGo and bond projects by several unusual features (jurisdiction, corridor, and agency) was also a significant consideration.
4. **Summary:** We have selected the solution offered by Blackbaud Inc. as it is the most cost effective and robust available to the Authority. The cost for FY2015 is \$25,000 and \$11,809 for subsequent years.

Attachments: General Ledger System Comparison Matrix

XIX.ATTACHMENT

Northern Virginia Transportation Authority General Ledger System Comparison Matrix											
Item #	Criteria	A	B	C	D	E	F	G	H	I	J
	Number of Users	1 User	2-4 Users	7 Users	5 Users	3 Users	3 Users	5 Users	3 Users	3 Users	15 Users
	Vendor System	GMS GMS A&F	Tyler Technologies Fund Balance	Blackbaud GL Essentials	Black Mountain BMS	Mountaineer AccuFund	Blackbaud Financial Edge	SunGard Publ Sct FinancePLUS	Keel & Company MS Dynamics	Sage Sage 100 Fund Acctg	USL Financials Microsoft
1	Web-Based Solutions Fully Hosted Subscription	No	No	Yes	No	No	No	No	No	No	No
2	One time License Fees with Hosting option	No	Yes	No	Yes	No	Yes	Yes	No	No	Yes
3	One time License Fees with Servers needed	Yes	No	No	No	Yes	No	No	Yes	Yes	No
4	Integrated Windows Based	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
5	Dashboard Reports	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
6	Executive view user license	No	0	Unlimited	Unlimited	12	5	0	0	0	15 total
7	Accounts Payable	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Accounts Payable -Purchase Orders	Yes	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes
9	Accounts Payable-Electronic Funds Transfer	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	Allocation Management	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
11	Bank Reconciliation	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	Budget Management-Automated	No	Manual	Yes	Yes	Manual	Yes	Yes	Yes	Yes	Yes
13	Budget- Multiple Scenerios	No	No	Yes	Yes	No	Yes	No	No	Yes	No
14	Budget-Advanced Management	No	No	Avail	Yes	No	Avail	No	Yes	No	Yes
15	Project Mgt/Job Tracking/Grants Mgt	Not Good for Proj	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
16	Drill Down to Source capabilities	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
17	Drill Down to supporting documentation	No	Attach a Proj doc	Yes	Yes	No	Yes	No	No	Invoices	No
18	Data Import/Export	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
19	Required GASB 34 Financial Reports	Std Reports	Yes	Yes	Yes	No	Yes	Yes	Not a Govt Packg	Std Reports	Not a Govt Packg
20	Costs										
	One-time License Fees	\$ 5,000.00	\$ 10,336.00	\$ 2,700.00	\$ 14,150.00	\$ 19,512.50	\$ 15,340.00	\$ 12,800.00	\$ 29,555.00		\$ 35,000.00
	One-time Implementation	\$ -	\$ -	\$ 6,300.00	\$ 1,215.00	\$ 2,500.00	\$ 16,100.00	\$ 18,520.00	\$ 26,980.00		\$ 9,000.00
	One-time Training	\$ 8,100.00	\$ 3,500.00	Incl in Hosting	\$ -	\$ 2,150.00	\$ 2,700.00	\$ -	\$ 4,560.00		\$ 9,000.00
	Subtotal One-Time Fees	\$ 13,100.00	\$ 13,836.00	\$ 9,000.00	\$ 15,365.00	\$ 24,162.50	\$ 34,140.00	\$ 31,320.00	\$ 61,095.00	\$ 55,000.00	\$ 53,000.00
	Annual Hosting and/or Subscriber Fee	\$ -	\$ 3,756.00	\$ 11,809.00	\$ 2,230.00	0	\$ 4,000.00	\$ 13,392.00			\$ 10,800.00
	Annual Maintenance & Support	\$ 1,250.00	\$ 1,440.00		\$ 2,530.00	\$ 3,688.13	\$ 3,681.60	\$ -	\$ 3,983.00	\$ 13,750.00	\$ 18,000.00
	Subtotal Annual Fees	\$ 1,250.00	\$ 5,196.00	\$ 11,809.00	\$ 4,760.00	\$ 3,688.13	\$ 7,681.60	\$ 13,392.00	\$ 3,983.00	\$ 13,750.00	\$ 28,800.00
	Additional Hardware costs or Server Contract	Yes	\$ -	\$ -	\$ -	Yes	\$ -	\$ -	Yes	Yes	\$ -
	Initial Year Total Cost	\$ 14,350.00	\$ 19,032.00	\$ 20,809.00	\$ 20,125.00	\$ 27,850.63	\$ 41,821.60	\$ 44,712.00	\$ 65,078.00	\$ 68,750.00	\$ 81,800.00
	Costs over Additional Years										
	Year 2 Costs	\$ 1,250.00	\$ 5,196.00	\$ 11,809.00	\$ 4,760.00	\$ 3,688.13	\$ 7,681.60	\$ 13,392.00	\$ 3,983.00	\$ 13,750.00	\$ 28,800.00
	Year 3 Costs	\$ 1,250.00	\$ 5,196.00	\$ 11,809.00	\$ 4,760.00	\$ 3,688.13	\$ 7,681.60	\$ 13,392.00	\$ 3,983.00	\$ 13,750.00	\$ 28,800.00
	Year 4 Costs	\$ 1,250.00	\$ 5,196.00	\$ 11,809.00	\$ 4,760.00	\$ 3,688.13	\$ 7,681.60	\$ 13,392.00	\$ 3,983.00	\$ 13,750.00	\$ 28,800.00
	Year 5 Costs	\$ 1,250.00	\$ 5,196.00	\$ 11,809.00	\$ 4,760.00	\$ 3,688.13	\$ 7,681.60	\$ 13,392.00	\$ 3,983.00	\$ 13,750.00	\$ 28,800.00
	Subtotal Cost for Additional Years	\$ 5,000.00	\$ 20,784.00	\$ 47,236.00	\$ 19,040.00	\$ 14,752.50	\$ 30,726.40	\$ 53,568.00	\$ 15,932.00	\$ 55,000.00	\$ 115,200.00
	Total Software Investment over 5 years	\$ 19,350.00	\$ 39,816.00	\$ 68,045.00	\$ 39,165.00	\$ 42,603.13	\$ 72,548.00	\$ 98,280.00	\$ 81,010.00	\$ 123,750.00	\$ 197,000.00

Systems selected for web demonstration

**Financial Working Group
Northern Virginia Transportation Authority**

MEMORANDUM

TO: Martin E. Nohe, Chairman
Northern Virginia Transportation Authority

Members
Northern Virginia Transportation Authority

FROM: William Euille, Chairman
Financial Working Group
Northern Virginia Transportation Authority

SUBJECT: Report of the Financial Working Group

DATE: May 5, 2014

Since the April 17, 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 this past month. Progress on each of the working group's activities is discussed below.

Agreements

A joint subcommittee of the Financial Working Group and the Council of Counsels was been meeting to prepare four agreements for the Authority's consideration. One agreement remains. This agreement is between the Authority and the Virginia Department of Transportation (VDOT) and the Department of Rail and Public Transportation (DRPT) related to the roles and responsibilities of each agency associated with the collection and distribution of the regional transportation revenues, the implementation of projects and the applicability of the Authority's regional funding for local matches to state transportation funding.

STATUS: VDOT and DRPT staff and members of NVRTA's Financial Working Group, the Council of Counsels, and Authority staff have been meeting to resolve the remaining items in the agreement. At this point, there are only a few items left to resolve. The Financial Working Group will bring the agreement to the Authority for consideration when a staff consensus is reached.

Martin E. Nohe, Chairman
Members, Northern Virginia Transportation Authority
May 5, 2014
Page Two

Line of Credit and Initial Bond Issuance

A subcommittee of the Financial Working Group continues to work with the Authority's staff, financial advisor, bond counsel and Council of Counsels to support efforts to secure a line of credit in Spring 2014 and conduct an initial bond sale in Summer 2014. The subcommittee is also assisting the Authority staff with the procurement of other services needed to facilitate the line of credit and the initial bond issue.

Revenue Collections

Through April 30, 2014, the Commonwealth has transferred \$185.5 million in transportation revenues to the Authority.

FY 2014 Revenue Updates and FY 2015 and FY 2016 Revenue Projections

The Financial Working Group established a subcommittee to review FY 2014 revenue collections and to prepare revised revenue estimates for FY 2015 and FY 2016. The subcommittee included key revenue estimators for several of the local governments. The subcommittee met several times to provide input to the Authority's Chief Financial Officer on revenue assumptions for the Authority's three taxes and fees on a jurisdiction by jurisdiction basis. The subcommittee also evaluated revenue collections for FY 2014 to date. Based on this analysis, the Authority staff has developed revenue estimates for the next two years. These estimates were discussed by the Authority's Finance Committee on May 2, 2014. It is anticipated that they will be brought to the Authority for formal consideration at the May 8, 2014, meeting. These estimates will be used by the Project Implementation Working Group in preparing project funding recommendations for the Authority's consideration later this year.

Long-Term Benefit Measurement

HB 2313 requires that each jurisdiction's long-term benefit from the implementation of the projects supported by the 70 percent of funding that the Authority will retain for regional projects be proportional to its share of the revenues collected. To better measure "long-term benefit," the Working Group has established a subcommittee to discuss ways to calculate this benefit. The subcommittee held its first meeting in April and began discussing alternative ways to measure benefit. Additional data collection and research are underway. Ultimately,

Martin E. Nohe, Chairman
Members, Northern Virginia Transportation Authority
May 5, 2014
Page Three

the Financial Working Group and the Council of Counsels will prepare a recommendation for the Authority's consideration.

Funding for Washington Metropolitan Area Transit Authority (WMATA) and Virginia Railway Express (VRE) Projects

The Financial Working Group subcommittee on WMATA and VRE issues met on May 1. The subcommittee is discussing various aspects of project selection and project funding within the requirements included in HB 2313. These discussions may lead to policy recommendations in the future.

Members of the Financial Working Group, the Council of Counsels and I will be available at the NVTa meeting on May 8, 2014, to answer questions.

Cc: Members, NVTa Jurisdiction and Agency Coordinating Committee
Members, NVTa Financial Working Group
Members, NVTa Council of Counsels

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**MEMORANDUM**

For: Chairman Martin E Nohe and Members
Northern Virginia Transportation Authority

From: John Mason, Interim Executive Director

Date: May 5, 2014

Subject: Executive Director Report

First, a word of appreciation to the Authority and jurisdictional staffs, all whom have been supportive in our efforts to “stand up” an NVTa staff and its operations. It would not have been possible without the entire NVTa working together.

As this is my last report to you, it is organized as a status report that responds to the general charge of getting the NVTa administration up and running.

- **Creation of a functioning NVTa office and staff**

- Accomplished

- Hired staff (CFO, 2 program coordinators, accountant and administrative assistant/clerk).
- Supported ED Search Committee, facilitating NVTa hire of permanent executive director.
- Established employee benefits package (generally consistent with jurisdictions). Initiated actuarial studies with the Virginia Retirement System (VRS) as required step toward the Authority joining.
- Established outsourced payroll processing to offer staff direct deposit, ensure tax compliance, and processing of benefit co-payments without hiring additional clerical support.
- Leased office space with selected shared back office functions with NVRC.
- Established information technology (IT) services through outside contracts covering:
 - ✓ NVTa internet service, to include shared server remote access and redundancy
 - ✓ Managed cloud server hosting, 24/7 support, MS Exchange and terminal server cloud hosting.
- Created NVTa master calendar to provide shared awareness of all NVTa related meetings.
- Created electronic and paper filing systems, although taxonomy not completed.
- Established standards for Standard Operating Procedures (SOPs) for internal procedures; first SOP covered process for SPAs (for which substance was derived from FWG effort).
- Created Authority/committee rosters.
- Established standards for Authority meeting agenda, minutes, resolutions and related meeting documents.

- To be done
 - Shift office to new location in adjacent office building (August/September timeframe); will involve lease, furniture, relocation of IT services, insurance update, etc.
 - Finalize retirement plan selection once VRS actuarial study is completed (due in late June).
 - Complete Employee Handbook.
 - Website evolution to a new operating platform; potentially new hosting services (funding is proposed in FY2015 budget).
 - Draft required annual report.
- **Program coordination (meaning the NVTa staff responsibility for coordination and oversight of implementation)**
 - Accomplished
 - Process for coordinating, reviewing and drafting reports on program agreements in place and functioning; implemented beginning with April 17 Authority meeting.
 - In collaboration with PIWG, supported and helped to coordinate VDOT's HB599 evaluation requirement.
 - To be done
 - Identify the nature and process for oversight by program coordinators, with special attention to requirements of HB2313.
 - Identify enhancements to SPA process.
 - Provide content for annual report
- **Creation of financial structure; preparation for independent operations**
 - Accomplished
 - Staffing for financial operations.
 - Initiated Finance Committee functioning.
 - Completed procurement and selection process for general ledger accounting system with installation expected to start in June.
 - Acquired auditing services for FY2014 audit.
 - Established accounting chart of account standards and fund structure with emphasis on flexible project tracking (by jurisdiction, by corridor, regionally, etc.) and transparency.
 - Moved all financial operations (banking, bookkeeping and accounting, safekeeping of funds, receiving and disbursement of revenues) in-house, relieving member jurisdictions/agencies from the need to handle basic transactions for the Authority.
 - Participated in drafting of debt policy (under leadership of FWG), permitting Authority to issue an RFP for \$75 million in capital financing on May 2, 2014.
 - Established the processes (based on FWG generated MOA) to initiate the disbursement of 30% funds; disbursed \$52 million through April 2014.
 - Established, in collaboration with others, the policy and procedures to advance the Authority entrance into the municipal bond market with a target credit rating of AA.
 - Established standards for project funding requests and processing of project payments to jurisdictions/agencies for \$122 million in FY2014 PayGo transactions.
 - Set standard for financial reporting to the Finance Committee and Authority.
 - To be done
 - Drafting of financial-related policies. (See policies below.)

- Establishing business processes related to installation of general ledger system.
- **Transition of selected functions from jurisdictional staffs and working groups**
 - Accomplished
 - Office operations transferred or newly initiated by NVTa staff.
 - ✓ Website management transferred from NVTC.
 - ✓ Accounting transferred from NVTC.
 - Organizational issues transferred from Organizational WG.
 - Public outreach transferred from Public Outreach WG.
 - Financial operations transferred from FWG, with FWG retaining additional responsibilities.
 - To be done
 - Archiving of historical documents.
 - When chair of FWG indicates its work is completed, transfer residual functions to NVTa staff.
 - Other?
- **Advisory committees**
 - Accomplished
 - Technical Advisory Committee (TAC) now dealing with technical topics that will be supportive of long-range planning.
 - Planning Coordination Advisory Committee (PCAC) charter approved; in process of confirming appointments with view to meeting within next month.
 - Other?
 - To be done
 - Complete PCAC membership and establish work program.
 - Evaluate effectiveness of concept.
- **Long range planning**
 - Accomplished
 - Informal discussions.
 - To be done
 - Conceptualize approach for update of TransAction2040.
 - Draft update.
- **Drafting of policies (for approval by Authority)**
 - Accomplished
 - Debt Management (product of FWG and Council of Counsels)
 - To be done.
 - Draft policies to be considered for drafting.
 - ✓ Code of Ethics/Conflict of Interest. Although elected officials are required to file an annual report on investments, gifts, etc., this process does not set high expectations with respect to behavior. Code of Virginia provides a baseline.
 - ✓ Whistle Blower Protection.

- ✓ Financial Management. Although some processes are prescribed (as in MOA with jurisdictions), what is needed is a comprehensive policy that provides standards and processes for our financial operations.
 - ✓ Investment. Guidelines for investments need to be formalized.
 - ✓ Audit. Audit procedures can be incorporated in financial management policy or separately.
 - ✓ Distribution of 30% Funds. Perhaps>
 - ✓ Regional Funds (70%) Project Financial Management. Perhaps?
 - ✓ Fraud and Related Improprieties. Need to define and provide reporting mandate.
 - ✓ Records Retention. State Code provides general rules, however with its many cross references is challenging to capture all aspects. Need to define how we will do and who is responsible.
 - ✓ Freedom of Information Act Requests. Need to define process and responsibilities
 - ✓ Confidential Commonwealth and Local Tax Information. There are State Code rules that govern handling of data.
 - ✓ TBD.
- **Drafting of Standard Operating Procedures (SOPs) (for approval of ED)**
 - Accomplished
 - Standard set for SOP documentation.
 - SOPs completed
 - ✓ Emergency Change of Meeting Venue
 - ✓ Organization and Responsibilities of NVTa Staff
 - To be done
 - Role and responsibilities of program coordinators, with special sensitivity to requirements of HB2313.
 - TBD.

Correspondence Section



Northern Virginia Transportation Authority

The Authority for Transportation in Northern Virginia

3060 Williams Drive ♦ Suite 510 ♦ Fairfax, VA 22031

www.TheNoVaAuthority.org

April 22, 2014

Treasury Board of the Commonwealth of Virginia
101 North 14th Street
Richmond, Virginia 23219
Attention: Manju Ganeriwala, Chair

Dear Ms. Ganeriwala:

I write on behalf of the Northern Virginia Transportation Authority ("NVTA") to withdraw NVTA's request stated in my letter of August 8, 2013, that the Treasury Board of the Commonwealth of Virginia (the "Treasury Board") exempt bonds and other evidences of debt (collectively, "NVTA Bonds") to be issued by NVTA from "terms and structure" approval by the Treasury Board pursuant to Section 2.2-2416(8) of the Code of Virginia of 1950, as amended (the "Virginia Code").

NVTA is a political subdivision of the Commonwealth of Virginia established under Chapter 48, Title 15.2 of the Virginia Code (the "NVTA Act"). The provisions pursuant to which NVTA may issue NVTA Bonds are found in provisions of Article 5 (§ 15.2-4519 et seq.) of Chapter 45 of Title 15.2 of the Virginia Code (the "Incorporated Provisions"). The Incorporated Provisions are found in the Transportation District Act of 1964, but are incorporated by reference into the NVTA Act pursuant to Section 15.2-4839.

Based on additional research by, and the advice of, NVTA's Council of Counsels and bond counsel (collectively, "NVTA Counsel"), NVTA has concluded that Treasury Board review and approval is not required as a condition to the valid issuance of NVTA Bonds. Subdivision B.3. of Section 15.2-4519 of the Incorporated Provisions provides that—

Bonds may be issued pursuant to this article without obtaining the consent of any commission, board, bureau or agency of the Commonwealth or of any governmental subdivision, and without any referendum, other proceedings or the happening of other conditions except for those proceedings or conditions which are specifically required by this article.

This provision clearly exempts NVTA Bonds from Treasury Board review and approval.

NVTA Counsel has noted that the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, both of which were created pursuant to

the Transportation District Act of 1964, do not obtain Treasury Board review or approval of their bond issues based on subdivision B.3. of Section 15.2-4519. This is notwithstanding that both Commissions pay debt service on their bonds from appropriations of the 2.1 percent motor vehicle fuels sales tax imposed by the Commonwealth in the transportation districts encompassed by the Commissions pursuant to Chapter 22.1 of Title 58.1 of the Virginia Code. The motor vehicle fuels sales tax is similar to the regional taxes and fees to be credited to the Northern Virginia Transportation Authority Fund pursuant to Section 15.2-4838.01 of the NVT Act, which NVT will use to pay debt service on the NVT Bonds.

Should you have any questions, please do not hesitate to contact NVT's bond counsel, Arthur Anderson of McGuireWoods LLP or me. Mr. Anderson may be reached at (804)775-4366 or aanderson@mcguirewoods.com.

Yours sincerely,

S/

Martin E. Nohe
Chairman

From: Douglas Stewart <douglasbstewart@gmail.com>
Sent: Friday, May 02, 2014 10:41 AM
To: The Authority
Cc: charlie.kilpatrick@vdot.virginia.gov; aubrey.layne@governor.virginia.gov;
nick.donohue@governor.virginia.gov; drptpr@drpt.virginia.gov; Stewart Schwartz
Subject: Letter to NVTa regarding project prioritization
Attachments: letter on NVTa prioritization -- May 2, 2014.pdf

The attached letter is respectfully submitted for consideration by the NVTa Board and staff. It is endorsed by eight Northern Virginia and state and regional organizations: the Coalition for Smarter Growth, Virginia Sierra Club, Sierra Club Great Falls Group, Fairfax Advocates for Better Bicycling, BikeLoudoun, Arlington Coalition for Sensible Transportation, Virginia Bicycling Federation and Piedmont Environmental Council.

We look forward to opportunities to participate in the ongoing dialogue on project prioritization and selection.

Douglas Stewart

Smart Growth and Transportation Chair, Virginia Sierra Club

703-407-2790

douglasbstewart@gmail.com

**Coalition for Smarter Growth * Sierra Club, Virginia Chapter * Sierra Club,
Great Falls Group * Virginia Bicycling Federation * Fairfax Advocates for Better
Bicycling * BikeLoudoun * Arlington Coalition for Sensible Transportation *
Piedmont Environmental Council**

May 2, 2014

Hon. Martin Nohe
Chair, Northern Virginia Transportation Authority
3060 Williams Drive, Suite 510
Fairfax, VA 22031

Dear Chairman Nohe and Members of the Northern Virginia Transportation Authority:

The Virginia Department of Transportation (VDOT) is working with NVTa to provide an objective, quantitative rating system to prioritize projects based on the degree to which the projects are expected to reduce congestion. We are concerned that the rating system currently being developed is leading the region toward a continued focus on increasing road capacity and vehicle miles traveled (VMT), rather than developing a balanced, multi-modal transportation system which includes the active modes of walking and cycling and supports an efficient network of transit-oriented communities.

Any methodology evaluating congestion reduction effectiveness should take the following into account:

- Transportation researchers increasingly recognize that traffic congestion is a function of land use factors. The goal for Northern Virginia should be to enable more accessibility within centers and more mode choices between destinations, rather than prizing long-distance mobility. Increasingly, local governments are concentrating new development near transit stations and in mixed-use, pedestrian- and bicycle-friendly urban corridors. This land use strategy enables more trips to be made on foot, by bicycle, on transit, or by other means besides single-occupancy vehicle travel. Transportation investments should complement local land use strategies and leverage public and private investments in mixed-use and transit-oriented development.
- Transportation behavior is changing dramatically. As a recent presentation by VDOT Deputy Secretary Nick Donohue to the Commonwealth Transportation Board pointed out, millennials are driving less. Total vehicle miles traveled in the U.S. and Virginia have flattened. Market demand for more walkable, transit-oriented communities has grown dramatically, not just among millennials, but also among downsizing baby boomers and area businesses. Eighty-four percent of the office development in the pipeline in the DC region is within 1/4 mile of a Metro station.
- A large share of the trips in our region are three miles or less. In Fairfax, for example, one-third of all trips are three miles or less. Shifting just a small share of these trips from single-occupancy vehicles to pedestrian travel, bicycling and transit is a significant congestion mitigation strategy.
- Localities and regions that have invested in a wide range of infrastructure

accommodating all travel modes, and that are concentrating development near transit, have had the most success in managing traffic while also increasing economic development. During the past thirty years Arlington has focused growth near transit while planning new pedestrian and bicycle infrastructure. It has seen dramatic economic growth and a dramatic increase in trips – without any discernible increase in traffic.

- In Tysons Corner, which will be one of our most significant economic centers, the build-out of a street grid and establishment of pedestrian and bicycle connections near Silver Line metro stations will provide significant congestion benefits.
- Each person who lives and/or works in a transit-oriented center or neighborhood represents a regional transportation solution.

Unfortunately, the narrow focus on congestion reduction through capacity expansion fails to account for the benefits of the network of transit-oriented communities adopted as a regional priority in the Council of Governments' (COG) Region Forward plan, adopted under a Compact signed by all 21 COG jurisdictions following votes of each of their elected bodies. Region Forward is being implemented through an updated Activity Center plan for mixed-use, mixed-income, walkable, bikeable and transit-oriented centers.

The focus on congestion reduction through capacity expansion is also at odds with the Regional Transportation Priorities Plan (RTPP), which was approved by unanimous vote of area jurisdictions of the Transportation Planning Board in January. Adding non-managed highway capacity, except to relieve bottlenecks, is not one of the 18 publicly supported transportation improvement strategies recommended in the RTPP.

Moreover, the focus on highway capacity expansion to attempt congestion reduction fails to account for the problem of induced traffic prompted in the short term (as little as five years) by the triple-convergence of drivers taking advantage of new capacity by shifting the time of day of their commute back to the core peak hour, shifting their route, or shifting back from carpooling or transit; and in the long term, by induced sprawl, with 100% auto-dependent development that fuels yet more driving and fills up the new capacity. Once the currently proposed round of highway and interchange expansions is complete, what then? Do we take the same course again, adding more lanes and taking ever more costly right-of-way, further dividing and impacting adjacent neighborhoods?

Certainly, targeted road fixes are appropriate, but it is land use, transit, and local street networks that are pedestrian and bicycle-friendly that will offer the most effective long-term solution. Transit in particular is critical for handling high peak-hour movement of people, while walkable, mixed-use, transit-oriented development (TOD) maximizes non-auto mode shares and most effectively reduces per capita vehicle trips and VMT, as well as total VMT.

Therefore, packages of TOD-supportive projects should be created and designated top priorities for reducing congestion. Examples of this are the package of Tysons street grid, circulator, and Tysons Metrorail Station Access Management Study projects, which include bicycle/pedestrian connections from surrounding neighborhoods; the Reston Metro Access Group project package; and the Herndon Metrorail access project. Similar packages can be created for the City of Manassas, North Woodbridge, the Loudoun Metro stations, Falls Church, City of Fairfax, Potomac Yard and Beauregard, and Fairfax revitalization areas like Route 1, Bailey's Crossroads, Springfield, McLean, Merrifield/Dunn Loring and Annandale.

The 2015 projects list currently under consideration includes 33 roadway projects, 18 transit projects, and no stand-alone bicycle and pedestrian projects. Yet, NVTA's Transaction 2040 Plan contains more than 40 bicycle and pedestrian projects, none of which are being advanced in the 2015 projects list, but many of which offer a peak hour commute option or support the walkable and bikeable centers called for in regional plans. The 2015 projects list is not being designed to support the network of transit-oriented communities which regional plans call for and which experience shows will provide an effective long-term alternative to more congestion.

Each of the highway and road expansion projects being proposed should be evaluated based on whether they support this TOD network solution, and based on how they compare in cost and effectiveness to demand management solutions and other approaches such as improved local street connectivity. In addition, other alternatives should be included such as re-purposing lanes for transit, and "road diets" -- where for example, four wide lanes are converted to two, with a median protected turn lane and side bicycle lanes, which have been demonstrated to have traffic flow and safety benefits.

In summary, we are profoundly concerned that the undue focus on highway and road capacity expansion will only prove a short-term approach to congestion, and will not offer an effective and lasting solution. The NVTA should develop TOD packages of transit, local street, Transportation Demand Management, bicycle/pedestrian projects and multimodal corridor solutions that include transit, TDM, walking, bicycling and local street networks, as the priority approach. All should be scored for how they enable all modes, including walking, bicycling and transit, and for how they increase non-auto mode share, reduce VMT, and provide long-lasting, not just short-term results.

Sincerely,

The Coalition for Smarter Growth
Sierra Club, Great Falls Group
Sierra Club, Virginia Chapter
Piedmont Environmental Council
Fairfax Advocates for Better Bicycling
Arlington Coalition for Sensible Transportation
Bike Loudoun
Virginia Bicycling Federation
Merrily Pierce

Cc: Secretary of Transportation Aubrey Layne, VDOT
Deputy Secretary of Transportation Nick Donohue, VDOT
Commissioner Charles Kilpatrick, VDOT
Jennifer Mitchell, Director, Virginia Department of Rail and Public Transportation