

ITEM 8-B
January 3, 2019
PRTC Regular Meeting
Res. No. 19-01-___

MOTION:

SECOND:

**RE: AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT TO THE
 SMARTRIP OPERATING AND FUNDING AGREEMENT**

ACTION:

WHEREAS, the Potomac and Rappahannock Transportation Commission ("PRTC" or the "Commission") has been a participant in the SmarTrip regional fare collection program since 2004; and

WHEREAS, the SmarTrip program is governed by an Operation and Funding Agreement revised in 2012 and amended in June 2018; and

WHEREAS, PRTC recognizes the value of remaining in the regional fare collection program; and

WHEREAS, the proposed amendment does not have a significant impact on PRTC's position in the regional fare collection program or budget; and

WHEREAS, legal counsel has reviewed the proposed amendment and found it sufficient as to legal form.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission does hereby authorize the Executive Director to execute the proposed amendment to the SmarTrip Operations and Funding Agreement.

Votes:

Ayes:

Nays:

Abstain:

Absent from Vote:


Alternate Present Not Voting:


Absent from Meeting:



January 3, 2019

TO: Madam Chair Anderson and PRTC Commissioners

FROM: Chuck Steigerwald
Director of Strategic Planning 

THROUGH: Robert A. Schneider, PhD
Executive Director 

SUBJECT: Authorization to Execute Amendment to the SmarTrip Operating and Funding Agreement

Recommendation:

Authorize the Executive Director to execute the proposed amendment to the SmarTrip Operating and funding agreement.

Background:

PRTC's participation in the regional SmarTrip fare collection system has been governed by an Operations and Funding Agreement (OFA) executed in January of 2004 and revised in January of 2012. At its June 7, 2018 meeting the Commission authorized the Executive Director to Execute an amendment to the OFA. It was necessary to amend the existing agreement at that time to memorialize the termination of the Maryland Transit Administration (MTA) as a participant in the SmarTrip program and the addition of the District of Columbia Department of Transportation as a participant in the agreement. The date for termination on the part of MTA was set at December 31, 2018.

Since that time MTA has determined that on-going discussions with the fare payment platform vendor and related technical issues will prevent them from terminating their participation in the SmarTrip OFA in the originally envisioned timeframe. This second amendment to the SmarTrip Operating and Funding Agreement extends MTA's commitment as a regional partner in the agreement until June 30, 2023.

Fiscal Impact:

Madam Chair Anderson and Commissioners
January 3, 2019
Page Two

No fiscal impact.

SECOND AMENDMENT TO THE AMENDED SmarTrip® OPERATIONS FUNDING AGREEMENT

AMONG

ALEXANDRIA TRANSIT COMPANY

AND

ARLINGTON COUNTY, VIRGINIA

AND

CITY OF FAIRFAX, VIRGINIA

AND

DISTRICT OF COLUMBIA

AND

FAIRFAX COUNTY, VIRGINIA

AND

LOUDOUN COUNTY, VIRGINIA

AND

MONTGOMERY COUNTY, MARYLAND

AND

MARYLAND TRANSIT ADMINISTRATION

AND

POTOMAC & RAPPAHANNOCK TRANSPORTATION COMMISSION

AND

PRINCE GEORGE'S COUNTY, MARYLAND

AND

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

FOR

THE OPERATION OF THE REGIONAL SMARTRIP® SYSTEM

AND THE ELIMINATION OF THE TERMINATION DATE

FOR

MARYLAND TRANSIT ADMINISTRATION

FROM

THE OPERATION OF THE REGIONAL SMARTRIP® SYSTEM

This SECOND AMENDMENT TO THE AMENDED SMARTRIP® OPERATIONS FUNDING AGREEMENT FOR THE OPERATION OF THE REGIONAL SMARTRIP® SYSTEM ("Second Amendment") is made and entered into this _____ day of _____, 2018 by and among Alexandria Transit Company; Arlington County, Virginia; City of Fairfax, Virginia; the District of Columbia, acting by and through the District of Columbia Department of Transportation (interchangeably the "District", the "District of Columbia" or "DDOT"); Fairfax County, Virginia; Loudoun County, Virginia; Maryland Transit Administration; Montgomery County, Maryland; Potomac & Rappahannock Transportation Commission; Prince George's County, Maryland (collectively "the Participating Jurisdictions"); and the Washington Metropolitan Area Transit Authority ("WMATA") (collectively with the Participating Jurisdictions, the "Parties") to amend the SMARTRIP® OPERATIONS FUNDING AGREEMENT dated January 30, 2012 to provide for the funding of the Regional SmarTrip® System.

RECITALS:

WHEREAS, the Parties (with the exception of the District of Columbia) entered into the SmarTrip® Operations Funding Agreement, dated January 30, 2012, to provide for cost sharing of the funding for a seamless regional SmarTrip® card system (the "SmarTrip® Agreement"); and

WHEREAS, on June ____, 2018, the SmarTrip Agreement was amended to add the District of Columbia as a Participating Jurisdiction and to terminate Maryland Transit Administration effective December 31, 2018 as a Participating Jurisdiction in the Regional SmarTrip® System as those terms are defined in the SmarTrip® Agreement ("Amended SmarTrip Agreement"); and

WHEREAS, the Maryland Transit Administration now wishes to continue participation of the Charm® card in the SmarTrip® Regional System and desires to eliminate its termination provisions from the Amended SmarTrip Agreement; and

WHEREAS, the Parties desire to amend the Amended SmarTrip® Agreement to memorialize their agreement with respect to the second amendment of the SmarTrip® Operations Funding Agreement.

NOW THEREFORE, based upon the foregoing understandings and in consideration of the covenants contained herein, the Parties hereby amend the Amended SmarTrip® Agreement as follows:

1. Recitals. The recitals set forth above are reaffirmed and incorporated herein by reference.
2. Term. A new Article 5 shall be added to the Amendment, as follows:

- (A) For all parties except the District, the term of this Second Amendment shall begin on January 1, 2019 and expire on June 30, 2023 and shall automatically be renewed for successive additional five (5) year periods unless a majority of Participating Jurisdictions give written notice that they do not wish to renew their participation by or before February 1 of the year of expiration of the Amendment. If the Amendment is not renewed, there shall be an unwinding period of one hundred fifty (150) days to facilitate the orderly termination of the Regional SmarTrip® System for all Participating Jurisdictions.
- (B) As to the District, the term of this Second Amendment shall begin on January 1, 2019 and shall expire on September 30, 2019. The District may extend its participation annually by exercising a maximum of thirty (30) one-year option periods. DDOT shall provide WMATA with written notice of its intent to exercise an option period on or before February 1 of the year of expiration of the initial or extension year of this Agreement. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.
- (C) The first sentence after the indented text of Section 204(C) is amended to read: "The Termination Trigger Notification shall be provided, if possible, to all signatories to this Agreement at least one hundred fifty (150) days prior to the Termination Date."
3. Order of Precedence. All other terms and conditions of the SmarTrip® Agreement, as amended, that are not expressly modified by this Second Amendment shall remain in full force and effect. Should there be any conflict between the terms and conditions in this Second Amendment and the SmarTrip® Agreement, as amended, the terms and conditions of this Second Amendment shall control.
4. Amendments. Further amendments to this Second Amendment shall be completed in accordance with Article 7 (Amendments) of the SmarTrip® Agreement, as amended.

[The remainder of the page is intentionally blank.]

ALEXANDRIA TRANSIT COMPANY:

Attest:

By: Josh Baker
Title: General Manager

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____

Dated: _____

[Signatures continued on following page]

ARLINGTON COUNTY, VIRGINIA:

Attest:

[SEAL]

By: Dennis Leach
Title: Director of Transportation

Dated: _____

Approved as to Form and Legal Sufficiency:

By: Stephen A. MacIsaac
Title: County Attorney

Dated: _____

[Signatures continued on following page]

CITY OF FAIRFAX:

Attest:

By: Robert Sission
Title: City Manager

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY:

Dated: _____

[Signatures continued on following page]

DISTRICT OF COLUMBIA, A Municipal Corporation, acting by and through the District of Columbia Department of Transportation:

Attest:

Name: Jeffrey M. Marootian
Title: Director

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____

Dated: _____

[Signatures continued on following page]

FAIRFAX COUNTY, VIRGINIA:

Attest:

By: Bryan J. Hill
Title: County Executive

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____

Dated: _____

[Signatures continued on following page]

LOUDOUN COUNTY, VIRGINIA:

Attest:

By: Tim Hemstreet
Title: Loudoun County Administrator

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____

Dated: _____

[Signatures continued on following page]

MARYLAND TRANSIT ADMINISTRATION:

Attest:

By: Kevin B. Quinn, Jr.
Title: MTA Administrator

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: Byron T. Smith
Title: General Counsel

Dated: _____

[Signatures continued on following page]

MONTGOMERY COUNTY MARYLAND:

Attest:

By: Timothy Firestine
Title: Chief Administration Officer

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____
County Attorney

Dated: _____

[Signatures continued on following page]

POTOMAC & RAPPAHANNOCK TRANSPORTATION COMMISSION:

Attest:

By: Dr. Robert A. Schneider
Title: Executive Director

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

By: Robert Dickerson
Deputy County Attorney

Dated: _____

[Signatures continued on following page]

PRINCE GEORGE'S COUNTY, MARYLAND:

Attest:

[SEAL]

By: Darrell B. Mobley

Title: Director

Dated: _____

Approved as to Form and Legal Sufficiency:

BY: _____

Dated: _____

[Signatures continued on following page]

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attest:

By: Paul J. Wiedefeld
Title: General Manager and Chief Executive Officer

[SEAL]

Dated: _____

Approved as to Form and Legal Sufficiency:

By: Patricia Y. Lee
Title: General Counsel

Dated: _____