

**AGREEMENT FOR THE SUPPORT OF THE METROPOLITAN PLANNING
ORGANIZATION TRANSPORTATION PLANNING PROCESS IN THE
WASHINGTON METROPOLITAN AREA**

THIS AGREEMENT FOR THE SUPPORT OF THE METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION PLANNING PROCESS IN THE WASHINGTON METROPOLITAN AREA (the "Agreement") is entered into this 29th day of JULY, 2019, by and among the DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION ("DDOT"), the VIRGINIA DEPARTMENT OF TRANSPORTATION ("VDOT"), the VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION ("DRPT"), and the MARYLAND DEPARTMENT OF TRANSPORTATION ("MDOT"), all hereafter called "Transportation Agencies," and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG") (DDOT, VDOT, DRPT, MDOT and COG, are each a "Party" and collectively are the "Parties").

WITNESSETH:

WHEREAS, the local governments in the Washington, D.C., metropolitan area and the Transportation Agencies, pursuant to requirements of 23 U.S.C. § 134 and 49 U.S.C. § 5303, have formally established a continuing, comprehensive and cooperative transportation planning process (the Metropolitan Planning Organization "MPO" planning process) as evidenced by an executed General Memorandum of Agreement between the Transportation Agencies (with the exception of DRPT) and the area local governments as meeting the requirements of the Federal-Aid Highway Act of 1962; and

WHEREAS, the General Memorandum of Agreement established the National Capital Region Transportation Planning Board ("TPB"), which has been designated the MPO to guide the administration and direction of a transportation planning process for the Washington, D.C., metropolitan area ("the Region"); and

WHEREAS, the MPO planning process requirements are stated in 23 CFR § 450.200, *et seq.* (Statewide Planning; Metropolitan Planning; Rule) and 23 CFR § 420.201, *et seq.* (Statewide Planning and Research Program Administration; Final Rule); and

WHEREAS, in furtherance of the MPO planning process, the TPB affiliated with COG and appointed COG to be its administrative agent for accomplishing the tasks defined annually in its Unified Planning Work Program ("UPWP"); and

WHEREAS, the Transportation Agencies desire to utilize the services of COG as TPB's administrative agent on a continuous basis in connection with the MPO planning process in the Region; and

WHEREAS, DDOT, MDOT and VDOT previously entered into an agreement with COG, dated October 30, 2003, for services in connection with the MPO planning process in the Region (the "Original Agreement"); and

WHEREAS, the Original Agreement stipulates that the parties to the agreement shall review the Original Agreement no less frequently than every five (5) years for consistency with all applicable laws and regulations; and

WHEREAS, DDOT, MDOT, VDOT, and COG entered into the First Amendment on September 17, 2008, and after performing a subsequent review in 2013, determined no amendment or modification was necessary in 2013; and

WHEREAS, the Parties have conducted the required review in 2018-2019 and have mutually agreed to enter into this Agreement, which supersedes all prior agreements.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide for the administrative support of the MPO transportation planning process (the "Projects") by COG, to provide for financial assistance to COG by the Transportation Agencies, and to set forth the terms and conditions upon which such assistance will be provided.

Section 2. GENERAL PROVISIONS

This Agreement is subject to all of the most current transportation planning grant agreements between the Transportation Agencies, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and/or their successor federal agencies.

Section 3. THE PROJECTS

- (a) The Projects consist of urban transportation planning work as detailed in the annual UPWP.

The UPWP incorporates in one document all metropolitan transportation and transportation-related air quality planning activities anticipated within the area during the next fiscal year period (the period between July 1 and June 30). The UPWP consists of the approved planning work as well as the approved budgets for such work.

- (b) COG shall submit a draft UPWP a minimum of 120 days prior to the start of each COG fiscal year (July 1-June 30) for review and approval by the TPB. During the course of each fiscal year, COG shall carry out the work program approved by the TPB, the Transportation Agencies, and FHWA and FTA as part of the annual budget process of the TPB, and subject to the availability of funds.

- (c) The UPWP shall consist of the basic work program and service work or special technical studies. The basic work program is defined as those activities contained in the annual UPWP which are supported by funds provided under this Agreement.

Section 4. PROJECTS BUDGET AND FINANCING

Subject to annual budgetary appropriation and allocation, each of the Transportation Agencies shall transmit to COG, prior to July 1 each year, an annual letter stipulating the Transportation Agency's share of the annual TPB budget, the funding source(s) of its share and the means by which said funding has been authorized ("Authorization Letter"), or electronic communication (email), as authorized in accordance with each Transportation Agencies' requirements. The cost allocations shall conform to the approved UPWP. Reallocation of grant funds among budget line items, as may be deemed necessary, which do not increase the maximum amount of grant funds authorized, will require prior approval of the Transportation Agencies, should they exceed a maximum 10% overrun on the total funds budgeted for each line item. However, in no case shall the total budget be exceeded.

Section 5. PROJECTS RESPONSIBILITIES

- (a) COG shall be responsible for completing the tasks in the approved UPWP. Such responsibilities shall include, but are not limited to:
 - (1) Submission to the Transportation Agencies of monthly UPWP progress reports, which shall include a statement of the work done by all staff and consultants under the Projects.
 - (2) Submission to the Transportation Agencies of other reports relative to the Projects as may be mutually agreed among the Transportation Agencies and COG.
 - (3) Submission to the Transportation Agencies for comment and draft final reports for the UPWP.
- (b) The Transportation Agencies shall support COG in completing the tasks in the approved UPWP. Such support shall include, but not be limited to:
 - (1) Technical aid and assistance to COG in the planning and management of the Projects and in ensuring compliance with the applicable regulations and guidelines of FHWA, FTA and the Transportation Agencies.
 - (2) Making available to COG any non-proprietary research, materials, data, maps, and statistics and other records applicable to the Projects in a timely fashion.

- (3) Preparation and submission to FHWA and FTA of required Projects' progress and financial reports.

Section 6. ADMINISTRATION OF THE AGREEMENT

- (a) The COG Executive Director, or his/her designee, shall serve as the COG Contracting Officer and is solely authorized to execute this Agreement and any changes or modifications to this Agreement on behalf of COG. The COG Director of Transportation Planning shall serve as the overall Projects Director with the responsibility for the tasks outlined in Section 5(a), hereof.
- (b) The Transportation Agencies shall appoint their own authorized agents to act on their behalf in the administration of the Agreement and shall so notify COG of those respective individuals.

Section 7. PERSONNEL

All of the services required by this Agreement shall be performed by COG or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.

Section 8. TIME OF PERFORMANCE

- (a) The Projects shall be conducted on a fiscal year, which shall extend from July 1 through June 30, and shall be renewed annually by an Authorization Letter or electronic communication (email), as authorized in accordance with each Transportation Agencies' requirements, from each of the Transportation Agencies to COG pursuant to Section 4. The time of performance beyond the fiscal year may be extended by mutual agreement between COG and the Transportation Agencies subject to prior approval by FHWA and/or FTA, as applicable.
- (b) This Agreement shall become effective when signed by all Parties and shall be reviewed for consistency with all applicable laws and regulations as needed but not less frequently than every five (5) years. Any individual Transportation Agency may request a review and change to this Agreement on an as needed basis should its own operational and/or administrative situation warrant it. All Parties must concur with the requested review unless the requested review is legally required. All terms and conditions of this Agreement shall remain in effect while undergoing the review.

Section 9. UNIFORM ADMINISTRATIVE REQUIREMENTS

COG shall comply with Subparts B through D of 2 CFR Part 200 concerning the uniform administrative requirements for grant and cooperative agreements.

Section 10. COMPENSATION AND METHOD OF PAYMENT

Payments shall be made by the Transportation Agencies to COG on the basis of a monthly invoice for payment that COG shall submit to the Transportation Agencies. Such payments shall be calculated in accordance with the division of funding set forth in the budgets for the approved UPWP.

- (a) Monthly invoices for payment shall include:
 - (1) The actual expense of the Projects incurred by COG during the period covered by the invoice. Monthly invoices shall include backup information substantiating payments made by COG to consultants or vendors pertaining to activities or activity line items in the UPWP. Direct costs shall be broken out from indirect costs.
 - (2) A certification by COG that all costs charged to the Projects, including any approved services contributed by COG or others, are supported by properly executed payrolls, time records, invoices, contracts and vouchers evidencing, in detail, the nature and propriety of the charges.
 - (3) A certification by COG staff that progress reports demonstrate that the Project covered by the invoice has been carried out satisfactorily and notes the percentage of completion per task.
 - (4) Any other specific information identified by mutual agreement between the Transportation Agencies and COG 30 days prior to when such information will be reflected in the invoice.
 - (5) The invoices shall be accompanied by appropriate monthly progress reports in accordance with Section 5(a)(1) and (2) of this Agreement.
- (b) Invoices, as stipulated in Section 10(a), shall be submitted not more than 30 days after the end of the month and, provided they satisfy the requirements of and have been submitted in accordance with this Section (10), shall be honored and paid to COG by the Transportation Agencies within 30 days of their receipt. The final invoice shall be submitted within 90 days after the end of the COG fiscal year.
- (c) COG will maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability.
- (d) Advance payments will be made to COG upon request, as per the provisions in 2 CFR § 200.305.

Section 11. REIMBURSEMENT

- (a) COG will comply with all principles and standards regarding reimbursements as set forth in 2 CFR Part 200 and all applicable law. COG will reimburse for the

following expenses made in the performance of a valid contract between a contractor and COG:

- (1) Valid receipts concerning business expenses paid from personal funds;
 - (2) Cancelled checks and associated fees; and
 - (3) Travel costs consistent with 2 CFR § 200.474.
- (b) Reimbursements shall occur no later than 30 days after the date of receipt of the contractor's request for reimbursement in accordance with 23 U.S.C. § 104(d)(2)(B).

Section 12. TRAVEL COSTS

COG shall comply with 2 CFR § 200.474 concerning travel costs.

Section 13. ACCOUNTING

COG shall establish and maintain a set of accounts in a manner consistent with 2 CFR Part 200. All costs attributable to the Projects shall be charged in accordance with the procedures and standards established in Subpart E of 2 CFR Part 200 concerning Cost Principles.

Section 14. AUDIT AND INSPECTION OF RECORDS

- (a) COG shall comply with all procedures and standards established in Subpart F of 2 CFR Part 200 concerning Audit Requirements.
- (b) COG shall permit the authorized representatives of the Transportation Agencies, the U.S. Department of Transportation ("US DOT") and the Comptroller General of the United States to inspect and audit all data and records of COG relating to its performance under this Agreement.
- (c) COG agrees that following the completion of any audit report prepared in accordance with this section, it shall promptly refund to the Transportation Agencies any payments that are found to be unsupported by acceptable records. This covenant shall survive the termination of this Agreement.
- (d) Prior to the closeout of the Projects, COG shall, if requested, furnish audit reports of all expenditures under any subcontract with a consultant. Such reports shall be prepared according to generally accepted accounting principles.
- (e) COG shall maintain and retain all records and documents relating to the Projects for five (5) years following the completion of the Projects for contracts not under litigation and, for contracts under litigation, for five (5) years following completion of the Projects or until final disposition of the litigation, including all appeals, whichever occurs later.

Section 15. FREEDOM OF INFORMATION ACT REQUESTS

- (a) All Parties shall act in accordance with the Freedom of Information Act (“FOIA”) (5 U.S.C. § 552) and comply with all FOIA procedures and standards established in 2 CFR § 200.315 and 2 CFR § 200.337.

Section 16. PROFESSIONAL SERVICES

- (a) Federal Procurement Practices: COG will ensure that required federal procurement practices are followed for all contracts.
- (b) Basic Work Program: The UPWP shall include a brief statement of work to be performed by consultants and identify total funds needed with a breakdown by fiscal year. Prior to Request for Proposals being issued by COG, all statements of work shall be approved by the TPB or its appointed committee or subcommittee. COG shall provide an executed copy of the contracts, as requested, to the Transportation Agencies.
- (c) Services or Special Projects: Contracts entered into based on service work or special technical studies requested, authorized and to be funded by only one Transportation Agency shall be approved in writing by the respective Transportation Agency authorizing and funding the service work or special technical study, prior to execution.

Section 17. TERMINATION OF AGREEMENT FOR CAUSE

If COG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if COG shall violate any of the covenants, agreements, provisions or stipulations of this Agreement, the Transportation Agencies shall have the right to terminate this Agreement by giving written notice to COG of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In the event of termination of this Agreement, COG shall be entitled to receive from the Transportation Agencies a proportionate share of the just and equitable compensation for any work completed to the date of termination. Should COG make a positive effort to cure the deficiency within 10 days of the receipt of notice of termination by the Transportation Agencies, the Transportation Agencies may extend the 30-day period.

Section 18. TERMINATION FOR CONVENIENCE

COG or any of the Transportation Agencies may terminate this Agreement at any time, without cause, provided the terminating party gives at least 60 days prior written notice to the other Parties of such termination. Notice shall be effective on the date of such notice provided that it is delivered to the other Parties by email, facsimile, or other delivery on the date of the written notice. The terminating Party shall satisfy all financial or other obligations it has incurred under the Agreement up to, but not including the effective date of termination.

Section 19. DISPOSITION OF DOCUMENTS AND DATA

All finished or unfinished documents, data, surveys, drawings, maps, models, photographs and reports prepared by or for COG for the Transportation Agencies in accordance with this Agreement shall become the joint property of all Parties to this Agreement.

Section 20. SMALL DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISES

- (a) COG shall comply with the US DOT policy on Disadvantaged Business Enterprises (“DBE”) as set forth in 49 CFR Part 26, as amended. COG shall provide a copy of its DBE policy to the Transportation Agencies.
- (b) COG shall ensure that DBE's, as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, COG shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. COG shall not discriminate on the basis of race, color, national origin, disability, or sex in the award and performance of US DOT-assisted contracts.
- (c) Any contracts by COG with consultants shall contain the following provision:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.”

Section 21. NONDISCRIMINATION

As a condition to receiving

any federal assistance from the Transportation Agencies, COG shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. § 2000d *et seq.* (the “Civil Rights Act”), and all requirements imposed by or pursuant to 49 CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of

Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (the "Regulations") and other pertinent directives, to the end that in accordance with the Civil Rights Act, Regulations, and other pertinent directives, no person in the United States shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity.

COG shall permit access to its books, records and account by the Transportation Agencies to ascertain compliance with these provisions.

Section 22. DEBARMENT AND SUSPENSION

COG shall comply with all procedures, standards, and regulations regarding debarment and suspension as set forth in 2 CFR Part 200 and 2 CFR Part 180.

Section 23. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

Section 24. INTEREST OF MEMBERS OF COG AND OTHERS

No officer, member or employee of COG, the TPB, and no other public official of the governing body of the locality or the locations in which the Projects are situated or being carried out who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of these Projects during his/her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, in this Agreement or any agreement or transaction related to this Agreement, any Project hereunder, or any proceeds thereof apart from his/her official duties in this Agreement.

Section 25. INTEREST OF TRANSPORTATION AGENCIES

The Transportation Agencies covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Transportation Agencies further covenant that in the performance of this Agreement, no person having such interest shall be employed.

No officer, member or employee of the Transportation Agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of these Projects during his/her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, in this Agreement, any agreement or transaction related to this Agreement, any Project hereunder, or any proceeds thereof, apart from his/her official duties in this Agreement.

Section 26. ASSIGNMENT

COG shall not assign its interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Transportation Agencies.

Section 27. COVENANT AGAINST CONTINGENT FEES

COG warrants that it has not employed any persons to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Transportation Agencies the right to terminate this Agreement.

Section 28. CHANGES

The Parties may, from time to time, request changes in the work and services to be performed by COG. Such changes, including any increase or decrease in the cost of performing the work and services, or state or federal funding amounts, (but excluding reallocations among budget line items of less than 10% as described in Section 4 of this Agreement), must be mutually agreed upon in writing by the Transportation Agencies and COG, and concurred with by FTA and FHWA, where required, before they are considered changes to the Agreement.

Section 29. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS

A royalty free, nonexclusive and irrevocable license is hereby reserved pursuant to this Agreement and measures to reserve and protect said license shall be taken by the Parties, as necessary, in order for the Transportation Agencies, US DOT and COG to reproduce, publish or otherwise use and to authorize others to use for government purposes:

- the copyright in any work developed under a grant, subgrant or contract under a grant; and
- any right of copyright to which a grantee, subgrantee or contractor purchases ownership with grant support.

All reports published by COG or any subrecipient under this Agreement shall contain the following acknowledgment: "The preparation of this report was financially aided through grants from the District of Columbia Department of Transportation; Maryland Department of Transportation; Virginia Department of Transportation; the Virginia Department of Rail and Public Transportation; U.S. Department of Transportation, Federal Highway Administration; and the U.S. Department of Transportation, Federal Transit Administration."

Section 30. DISPUTES

- (a) Basic Work Program. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by mutual consent of all Parties, shall be decided through unanimous

decision of the Transportation Agencies, which shall notify COG in writing of their joint determination, which shall set forth all relevant findings and conclusions agreed upon by all Transportation Agencies in reaching their joint decision. Prior to making any such decisions, COG shall be given an opportunity to provide, and the Transportation Agencies shall consider, information in support of its position. The decision of the Transportation Agencies shall be final and conclusive on such fact(s) in dispute. Judicial review of the record of such determinations is available by a court of competent jurisdiction to determine if such determinations have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or are not supported by substantial evidence.

- (b) Services or Special Projects. Any dispute concerning a question of fact in conjunction with Services or Special Projects, requested, authorized and funded by one Transportation Agency, which is not disposed of by mutual consent of the Transportation Agency and COG, shall be decided by such Transportation Agency, which shall notify COG in writing of its determination. Dispute resolution by such Transportation Agency shall be conducted as detailed in Section 30(a) above.

Section 31. REQUIRED AND STANDARD CLAUSES

- (a) Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations and allocations.
- (b) Non-discrimination: The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, age, disability, or national origin, and shall observe all of the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, age, disability, or national origin.

Each Party will also comply with the provisions of their respective laws regarding fair employment practices.

- (c) Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(A), nothing contained in this Agreement shall be construed as binding on the United States or the Transportation Agencies to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States or the Transportation Agencies in any contract or

other obligation for the further expenditure of money in excess of such appropriations.

Further, nothing in this Agreement shall be construed as binding the Transportation Agencies to expend any sum in excess of appropriations and allocations made by their respective state legislatures and boards, or as involving the Transportation Agencies in any contract or other obligation for the further expenditure of money in excess of such appropriations and allocations.

- (d) Lobby Prohibition: The Parties will abide by 18 U.S.C. § 1913 which states:
- “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of Title 31.”
- (e) Unauthorized aliens: The Parties certify that they do not, and that they shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the “Immigration Act”). COG will also contractually require any contractors to comply with this provision. “Unauthorized alien” means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Immigration Act or by the United States Attorney General.
- (f) Certification: The Parties shall certify at least every four (4) years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements in accordance with 23 CFR § 450.336.
- (g) This Agreement is subject to all laws governing Federal procurement and applicable state procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as

specified in this Agreement. Nothing in this Agreement shall be construed in any way to impair the general powers of the Parties for supervision, regulation and control of the Parties' respective property under such applicable laws, regulations and rules.

Section 32. EXECUTION OF AGREEMENT

Several copies of this Agreement may be simultaneously executed, each of which shall be deemed to be an original having identical legal effect. Each Party to this Agreement shall receive an original Agreement.

IN WITNESS WHEREOF, the Transportation Agencies have caused this Agreement to be duly executed on their behalf and under their several seals to be hereunto affixed and attested; and, thereafter, COG has caused the same to be duly executed on its behalf, the date of which all Parties have signed this Agreement.

SIGNATURES FOLLOW

WITNESS

By: Patricia A. Warner

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: Ch. G.
Executive Director

7/29/19
Date


Approved for Form and Legal Sufficiency:

A. Paulak

WITNESS

By: 

DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

By: 
Director

7-1-19
Date

Approved for Form and Legal Sufficiency:



WITNESS

By: Victoria Sawalski

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

By: 
Secretary

6-21-19
Date

Approved for Form and Legal Sufficiency:

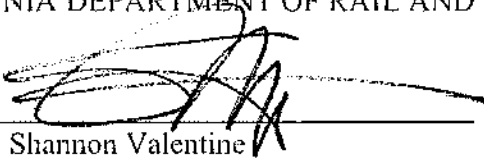
W. Todd Ensminger

COMMONWEALTH OF VIRGINIA
SECRETARY OF TRANSPORTATION

For

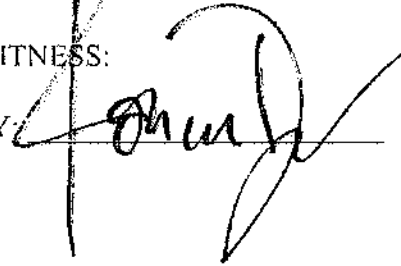
VIRGINIA DEPARTMENT OF TRANSPORTATION
VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____


Shannon Valentine
Secretary of Transportation

WITNESS:

BY: _____



Date: _____

9/18/19

Approved for Form and Legal Sufficiency:
