

# **NVTA Financial Working Group**

Fairfax Department of Transportation

4050 Legato Road, Suite 400

Fairfax, Virginia 22033

Thursday, April 3, 2014

1:00 p.m.

- I. Introductions
- II. Approval of Summary of March 6, 2014, Meeting
- III. Status of Preparation for Sale of Bonds
  - A. Summary of On-going Activities
    - i. RFP for Line of Credit
  - B. Schedule for Future Activities
  - C. Status of Items Required from Jurisdictions/Implementing Agencies
- IV. Other Topics for Discussion
  - A. Projects Agreements between NVTA and Jurisdictions/Implementing Agencies
    - i. Status of Approvals of MOA for Transferring Funding to Local Governments and/or Implementing Agencies
    - ii. Status of Approvals of MOA between Counties and Towns
    - iii. Specific Project Agreements between NVTA and Implementing Agencies
      1. Preparation for April 17 NVTA Meeting
    - iv. Status of Discussions of MOA between VDOT/DRPT and NVTA
  - B. Discussions on Revenue Estimates for FY 2014, FY 2015 and FY 2016
    - i. Report from Subcommittee and NVTA Staff
  - C. Status of Project Cash Flow Information
  - D. Status of Scheduling WMATA and VRE Subcommittee Meeting
  - E. Identification of Additional Items for Discussion
  - F. Date for Subcommittee Meeting to Discuss “Long-Term Benefit” Definition
- V. Update on Revenues Collected
- VI. Items to Refer to Other Working Groups
- VII. Summarize Recommendations Made by Working Group for the April 17, 2014, NVTA Meetings; Additional Information Requirements; Persons Responsible for Securing Information; and Direction to Staff Coordinators
- VIII. Next Meeting
- IX. Adjourn

## **Northern Virginia Transportation Authority Financial Working Group March 6, 2014**

Minutes from February 5, 2014 were unanimously approved.

### **Status of Preparation for Sale of Bonds – Mike Longhi**

- Line of Credit RFP is finalized and ready to release
- would like to receive 3 actuals from 1993 to most recent (estimate and actuals) up to the end of March for Transient Occupancy Tax, Grantor's Tax, Sales Tax collections from each jurisdiction

### **Status of NVTA 30%**

- Fairfax County has received their initial distribution
- Some towns are awaiting actions to take place and will have soon
- Contact Mike Longhi if you have any questions

### **Agreement for 70% funds**

- Covered agreement and the updates contained within draft (strike through denotes changes)
- Changes
  1. Page 2 – 6 clause – speaks to recipient
  2. Page 7 – paragraph 17 – did not want anyone to think that NVTA will be obligated to operate or maintain. Expressed in the beginning of paragraph 17
  3. Page 11 – Item C
    - a. Speaks about termination and cause. NVTA will only terminate for misuse or lack of appropriation.
    - b. Page 12:3 – speaks to recipient terminating agreement.
    - c. Everyone is advised to read through entire section C before document is sent to NVTA. If no problems, then it will be submitted.
  4. Discussion on Appendix A – recommending to attach NVTA project description form and if you amend project, then the amendment can be attached. Amendments of the project, such as a request for additional funds will need to go through an Authority approval process.
  5. Appendix B
    - a. Need to break out what is financed from NVTA and PayGO projects
    - b. Top is project cost per category
    - c. For most projects it will be one or the other but some may have both
    - d. For FY14 and FY15, need to break out section 3 by month
    - e. FY16 – FY18 by QTR
    - f. Recommendation to add Tab that shows “Draw” request log and also to eliminate one signature block
  6. Appendix C – used to request reimbursement from NVTA

- a. 2<sup>nd</sup> paragraph, 3<sup>rd</sup> line still states TBD on business days. Still in discussion.
  - b. Discussion of this issue – Tom Biesiadny spoke about when NVTA reimburses funds and length of days for recipient to pay contractors. If the funds are turned around in 5 days there is less paperwork than if you hold the funds for 10 days. May be best interest of government to pay contractor up front and then seek reimbursement from NVTA. Overall agreement that the expectation should be 5 days.
7. Required with the “Form of Requisition” is either “Detailed PayGo Request” or “Detailed Financed Request” form.
- a. Must attach invoices
  - b. Questions/Suggestions
    - i. Remaining project balance – what has been approved vs. what has been requested – Change this to remaining budget
    - ii. Recommendation to make our Index number correlate to contractor’s invoice
    - iii. Question concerning the difference in Design Work and Engineering – Page 3, A 3 provides details. Information came from VDOT definitions
    - iv. Important to understand page 5 section 8
    - v. What documentation is needed for staff time?  
Certification/statement from recipient
8. If NVTA approves – will look to start individual agreements

**Discussed MOA between VDOT/DRPT**

- Read through some of the major changes
- Goal is to take back to Authority in April

**Revenue Estimates – Mike Longhi**

- Covered Revenue subcommittee notes
- Need to hear from Arlington and Alexandria specifically about updates to Revenue estimates for 2014. Rates for 2015 and 2016 – try to have by March 18, 2014.
- Next meeting is on March 24, 2014

**WMATA**

- Need to schedule WMATA subcommittee
- Will schedule by end of March
- Goal is to cover Metro first and then any VRE questions

**Discussed Long-Term Benefits subcommittee**

- Names given to Tom Biesiadny and will forward information

**Next Meeting – Thursday, April 3, 2014**

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

\_\_\_\_\_  
**(Recipient Entity)**

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

This Standard Project Agreement for Funding and Administration (“this Agreement”) is made and executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, as between the Northern Virginia Transportation Authority (“NVTA”) and \_\_\_\_\_ (“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, \_\_\_\_\_ 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 \_\_\_\_\_'s application for funding and has approved \_\_\_\_\_'s administration and performance of the Project's described scope of work;

WHEREAS, based on the information provided by \_\_\_\_\_, 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 \_\_\_\_\_ to finance the Project;

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

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

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

B. NVTA's Obligations

NVTA shall:

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

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

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

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

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 \_\_\_\_\_, to the attention of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

\_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_ (Name of Recipient Entity)

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

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

**Appendix A –Narrative Description of Project**

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

NVTA Project Title:

Recipient Entity:

Recipient Entity/Project Manager Contact Information:

NVTA Program Coordinator Contact information:

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

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

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

**PROJECT IDENTIFICATION AND PROPOSED FUNDING**

NVTA Project Title: \_\_\_\_\_  
 Recipient Entity: \_\_\_\_\_  
 Project Contact Information: \_\_\_\_\_

**PROJECT COSTS & FUNDING SOURCE**

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

**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								
Design Work										
Engineering										
Environmental Work										
Right-of-Way Acquisition										
Construction										
Contract Administration										
Testing Services										
Inspection Services										
Capital Asset Acquisitions										
<b>Total Estimated Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

**FISCAL YEAR ESTIMATED PROJECT CASH FLOW**

	FY 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								
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
<b>Total per Fiscal Year</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

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

**Recipient Entity Official**

**Northern Virginia Transportation Authority**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
NVTA Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of person signing

**APPENDIX C**

**FORM OF REQUISITION**

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

NVTA Project Title: \_\_\_\_\_

Draw Request Number: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Northern Virginia Transportation Authority  
3060 Williams Drive  
Suite 510  
Fairfax, Virginia 22031

Attention \_\_\_\_\_, Program Coordinator:

This requisition, including required Detailed PayGo and/or Detailed NVTA Bond Proceeds Request Forms, is submitted in connection with the Standard Project Agreement for Funding and Administration dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between the Northern Virginia Transportation Authority ("NVTA") and \_\_\_\_\_ (the "Recipient Entity"). The Recipient Entity hereby requests \$\_\_\_\_\_ of NVTA funds, to pay the costs of the Project set forth in the Attached Detailed PayGo and/or Detailed NVTA Bond Proceeds Request forms and in accordance with the Agreement. Also included are copies of each invoice relating to the items for which this requisition is requested.

The undersigned certifies (i) the amounts included within this requisition will be applied solely and exclusively for the payment or the reimbursement of the Recipient Entity's approved costs of the Project, (ii) the Recipient Entity is responsible for payment to vendors/contractors, (iii) the Recipient Entity is not in default with respect to any of its obligations under the Agreement, including without limitation (but only if applicable) the tax covenants set forth in Appendix D to the agreement, (iv) the representations and warranties made by the Recipient Entity in the Agreement are true and correct as of the date of this Requisition and (v) to the knowledge of the Recipient Entity, no condition exists under the Agreement that would allow NVTA to withhold the requested advance.

**RECIPIENT ENTITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Recommended For Payment**

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

Name: \_\_\_\_\_

Title: NVTA Program Coordinator

## DETAILED PAYGO REQUEST

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

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

### LISTING OF ATTACHED INVOICES

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

**Instructions**

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

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

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

## DETAILED NVTA BOND PROCEEDS REQUEST

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

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

### LISTING OF ATTACHED INVOICES

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

**Instructions**

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

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

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

## APPENDIX D

### TAX COVENANTS

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

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

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

The Recipient Entity acknowledges that may have to provide detailed information about the investment of the amount of any requisition unless (i) payments are not remitted directly by NVTA to the contractors/vendors or (ii) the Recipient Entity does not remit payment to the contractors/vendors within five banking days after the date on which NVTA advances the amount of the requisition. NVTA may request the detailed information in order to compute the rebate liability to the U.S. Treasury on NVTA's bonds or other debt financing pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

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

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

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

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

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

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

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

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

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

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

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

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

## NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

### SOP [Number TBD] – Standard Project Agreement Process

1. **Purpose.** To describe the process and ensure clarity of responsibilities for the processing of the Standard Project Agreement (SPA) to fund Authority approved projects.

#### 2. Standard Project Agreement Process.

- a. **Step 1.** Printed copies of a completed SPA document with attachments A and B must be sent to the Administrative Assistant at NVTA.
  - i. **Attachment A.** Should include the complete project description package previously approved by the Authority as an attachment. It is only necessary to fill out the Project Scope and Detailed Scope of Services sections if the submission is an addendum to a previously approved project, e.g., a request for additional funding.
  - ii. **Attachment B. IN ADDITION** to the printed copy included with the SPA, a softcopy in Excel format must be e-mailed to the Administrative Assistant at [camela.speer@thenovaauthority.org](mailto:camela.speer@thenovaauthority.org). This copy must match exactly the printed copy sent in the earlier step. SPA's cannot be processed without the soft copy file of Attachment B.
- b. **Step 2.** Executive Director will assign a Program Coordinator (PC) and project number to the project. The project number is structured to allow tracking of the NVTA project financial history within the Authority's accounting system.
- c. **Step 3.** Program Coordinator will review the SPA to ensure that it is wholly consistent with the project already approved by the Authority.
- d. **Step 4.** The Authority's Chief Financial Officer (CFO), in conjunction with the Program Coordinator, will confirm the funding sources reflected in Attachment B.
  - i. The cash flow projections requested in Attachment B will be evaluated in the context of the overall Authority cash flow.
  - ii. Efforts will be made to accommodate jurisdiction/agency cash flow requests in a fiscally prudent manner and consistent with the Authority debt policy.
  - iii. Any conflicting cash flow ~~demands-requests~~ will be brought to the attention of the Executive Director and discussed with the submitting jurisdiction/agency. It is the expectation that any cash flow conflicts will be resolved between the Authority CFO and the submitting agency. If any conflicts are not resolvable at that level the Executive Director will bring the issue to the attention of the Authority's Finance Committee.
  - iv. The resolution of any cash flow conflicts will be documented in a revised Attachment B, submitted to the Executive Director by the requesting jurisdiction/agency.
- e. **Step 5.** Upon recommendation of the CFO, the Executive Director will approve SPA.
- f. **Step 6.** Approved SPA will be returned to requesting jurisdiction/agency.

**Commented [BMN1]:** I will need to review the minutes from the last FWG meeting. I think the consensus was that the forms will need to be submitted regardless if request for additional funding

**Commented [BMN2]:** Is this something that should be vetted through the Finance Committee also?

**Commented [BMN3]:** Does/Should the Finance Committee have a role in this process?

**Commented [BMN4]:** The Finance Committee should probably be involved in any modifications

#### 3. Responsibilities.

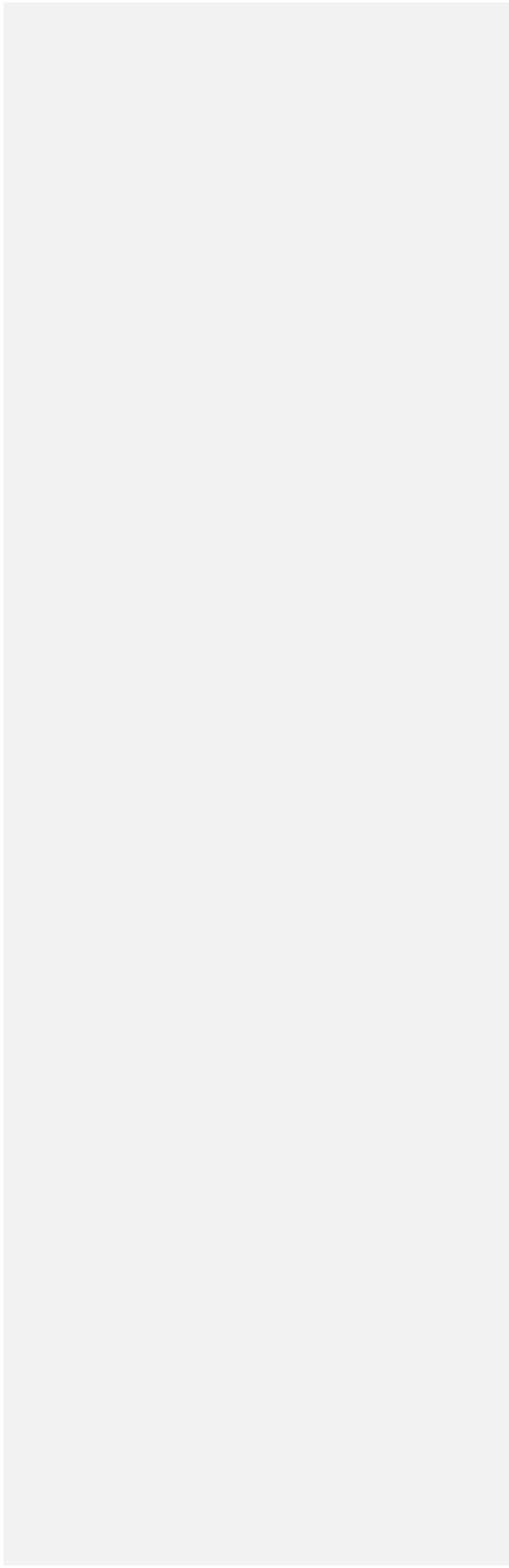
- a. **Requesting jurisdiction/agency.**
  - i. Submit a SPA with cash flow projections to the Executive Director.
  - ii. Coordinate with the CFO on any cash flow questions and work to find consensus on any required cash flow modifications.

- iii. Keep the cash flow projections current with updates as requested/needed for changes in project progress or requirements.
- b. Executive Director.
  - i. Upon receipt of a hard copy SPA with attachments and softcopy of Attachment B in Excel, assign the SPA to a PC for initial review.
  - ii. Based on the agency and fiscal year, have the CFO assign a project number to the SPA.
  - iii. Receive confirmation from the PC that the SPA as presented is consistent with the project approval by the Authority.
  - iv. Receive confirmation from the CFO that the cash flow requests can be accommodated by the Authority.
  - v. Approve SPA on behalf of the Authority (other than for a SPA requesting additional funding, which will require Authority approval).
  - vi. For SPA requesting additional funding, submit to Authority for approval.
- c. Chief Financial Officer.
  - i. Evaluate the project cash flow in Attachment B in the context of the overall Authority cash flow, debt and related policies.
  - ii. Confirm, in conjunction with PC, the funding sources documented in Attachment B.
  - iii. Bring any potential cash flow conflicts to the attention of the Executive Director, [Finance Committee](#) and PC.
  - iv. Attempt to resolve any cash flow conflicts with the requesting [jurisdiction/](#) agency, with the assistance of the PC.
  - v. As appropriate, recommend approval [or denial](#) to the Executive Director
- d. Assigned Program Coordinator.
  - i. Upon assignment of an SPA, ensure the agreement and attachments are consistent with the project previously approved by the Authority.
  - ii. Confirm, in conjunction with CFO, the funding sources documented in Attachment B.
  - iii. Assist the CFO in resolving cash flow conflicts.
  - iv. Monitor the project on an ongoing basis for statutory compliance, cash flow projection accuracy and general progress towards completion.
- e. Administrative Assistant.
  - i. Receive SPA submissions and present to the Executive Director.
  - ii. Ensure a softcopy of Attachment B has been submitted via e-mail for the SPA.
  - iii. Maintain complete and organized project files in conjunction with PCs.

**Attachment:** Standard Project Agreement with Attachments (Template)

**Approved by ???, [date]**

DRAFT



IV. A. i + ii

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

	MOA		MOA Questionnaire Complete	C&I Transfer/Match & Fund Documented	NVTA Operations		Date - NVTA Signed / Returned MOA to Jurisdiction	Date of Initial 30% Transfer
	Signed By Jurisdiction	Hard Copy Received By NVTA			Deduct From Transfer	Direct Payment, Received		
City of Alexandria	Yes	Yes	Yes	Complete	No	Yes	Feb. 20, 2014 / March 11, 2014	March 12, 2014
Arlington County	Yes	Yes	Yes	Advised; in process	Yes		March 13, 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		/	
Loudoun County	Yes	Yes	Yes	Complete	No	Billed; not received	/	
City of Manassas		No	Advised; in process	Advised; in process				
City of Manassas Park	Yes	Yes	Yes	Yes	Yes		Feb. 20, 2014 / March 20, 2014	March 20, 2014
Prince William County	Yes	Yes	Yes	Advised; in process	Yes		March 7, 2014	

Town MOAs In:	
Fairfax County	Yes
Loudoun County	Yes
Prince William County	

April 1, 2014 /

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY  
 PENDING 30% DISTRIBUTION BY JURISDICTION  
 JULY 1, 2013 THROUGH March 25, 2014  
 (CASH BASIS)

Jurisdiction	Grantor's Tax	Regional Sales Tax (1)	Transient Occupancy Tax (2)	Total	FY 2014		NVT A Operational Budget (-)	Accrued Interest (3) (+)	Actual Distributions (-)	Pending Monthly Distributions (=)
					Calculation of 30% Distributions	Distributions				
City of Alexandria	\$ 1,822,594.50	\$ 8,554,771.91	\$ 1,471,083.87	\$ 11,848,450.28	\$ 3,554,535.08	\$ 37,270.49	\$ 528.61	\$ 3,555,063.69	\$ 0.00	
Arlington County	\$ 2,777,313.60	\$ 13,235,617.35	\$ 4,245,516.82	\$ 20,258,447.77	\$ 6,077,534.33	\$ 55,609.93	\$ 897.11	\$ 6,072,821.51	\$ 6,022,821.51	
City of Fairfax	\$ 232,366.40	\$ 4,269,912.30	\$ 143,149.92	\$ 4,645,428.62	\$ 1,393,628.58	\$ 5,915.95	\$ 199.34	\$ 1,387,911.97	\$ 1,387,911.97	
Fairfax County	\$ 9,962,042.75	\$ 58,124,096.26	\$ 4,396,350.21	\$ 72,482,489.22	\$ 21,744,746.77	\$ 283,965.60	\$ 3,207.78	\$ 21,463,988.94	\$ 0.00	
City of Falls Church	\$ 190,170.00	\$ 1,225,250.14	\$ 39,675.19	\$ 1,455,095.33	\$ 436,528.60	\$ 3,549.57	\$ 62.97	\$ 433,042.00	\$ 433,042.00	
Loudoun County	\$ 5,575,044.35	\$ 22,491,691.32	\$ 921,282.79	\$ 28,988,018.46	\$ 8,696,405.54	\$ 84,006.49	\$ 1,295.40	\$ 8,613,694.45	\$ 8,613,694.45	
City of Manassas	\$ 234,324.60	\$ 2,673,268.17	\$ 31,333.08	\$ 2,938,925.85	\$ 881,677.76	\$ 10,057.12	\$ 127.46	\$ 871,748.10	\$ 871,748.10	
City of Manassas Park	\$ 171,505.05	\$ 617,254.41	\$ -	\$ 788,759.46	\$ 236,627.84	\$ 3,549.57	\$ 35.74	\$ 233,113.27	\$ 0.74	
Prince William County	\$ 3,398,854.43	\$ 18,753,152.33	\$ 602,605.59	\$ 22,754,612.35	\$ 6,826,583.70	\$ 107,670.29	\$ 1,019.37	\$ 6,719,732.79	\$ 6,719,732.79	
<b>Total Revenue</b>	\$ 24,364,215.68	\$ 129,945,014.19	\$ 11,850,997.47	\$ 166,160,227.34	\$ 49,848,068.20	\$ 591,595.01	\$ 7,373.77	\$ 25,252,165.90	\$ 24,048,951.56	

- 1 Net of Dept. of Taxation Fees
- 2 County TOT includes any town collections
- 3 Interest earned through 1/31/2014

**FWG Revenue Subgroup  
April 3, 2014  
Projections for FY 2015 and 2016**

**FY2014 Revenue Estimate Review.**

Actual to estimates were reviewed for the three tax types. Some member jurisdictions revised their estimation formulas and processes in light of several months of actual activities.

Currently, the actual FY2014 revenues for the Authority appear to be overestimated by approximately 3% or approximately \$8 million, through March receipts. As discussed at the Subgroup meetings, no revisions are recommended to the FY 2014 estimates as many of the variances are offsetting and this is the first year of collections by NVTa, so seasonal changes for a full year have not been documented.

The potential variance in the revenue estimates is at a level that will impact the end of year unallocated revenue or Working Capital Reserve funding, not the Authority approved PayGo or debt funded projects. Distributions of the 30% funds to localities are made based on actual receipts not Authority budgeted amounts.

**FY 2015/16 Revised Estimates**

The formula and process changes which came to light in reviewing the FY2014 estimates to actuals are being used to adjust the starting baseline revenues for FY2015. (See Revision Recap – Weighted)

Rates of changes for the three revenues were provided by five jurisdictions. These jurisdictions – Alexandria, Arlington, Fairfax County, Loudoun and Prince William generate approximately 95% of the NVTa revenue. The rate of change from those five jurisdictions were then weighted based on the revenue contributed by each to the total for the five jurisdictions. The calculations were completed by tax type. (See Rates of Change from Jurisdictions Making Estimates)

For the five jurisdictions which made specific estimates, those estimates were used for FY 2015 and 2016. For all other jurisdictions weighted general growth factors were used. This results in the following changes:

<b>Summary FY 2015 and FY 2016 Revenue Estimates</b>						
<b>April 1, 2014 (Accrual Basis)</b>						
<b>WEIGHTED</b>						
	<b>Adopted FY 2014</b>	<b>Previously Adopted FY 2015</b>	<b>FY 2015 w/Revisions</b>	<b>Previously Adopted FY2016</b>	<b>FY 2016 w/Revisions</b>	
Sales	\$ 232,456,223	\$ 239,429,910	\$ 228,073,196	\$ 246,612,807	\$ 232,756,820	
TOT	\$ 24,348,642	\$ 24,584,872	\$ 25,258,011	\$ 24,837,265	\$ 25,632,398	
Grantors	\$ 34,676,790	\$ 34,676,790	\$ 36,903,666	\$ 34,676,790	\$ 37,202,478	
Total	\$ 291,481,655	\$ 298,691,572	\$ 290,234,874	\$ 306,126,862	\$ 295,591,696	
70%	\$ 204,037,159	\$ 209,084,100	\$ 203,164,412	\$ 214,288,803	\$ 206,914,187	
30%	\$ 87,444,497	\$ 89,607,472	\$ 87,070,462	\$ 91,838,059	\$ 88,677,509	

**Next Steps**

The estimates will remain open for the next two weeks for any comments from jurisdictions. A soft copy of the spreadsheet is available upon request.

These projections will be presented to the Authority Finance Committee this afternoon as an information item. They will be presented again at the May Finance Committee with a request for approval. The approved estimates will then be presented to the Authority at the May meeting with a recommendation for adoption.

**FY 2015 and FY 2016 Revenue Estimates**  
**March 31, 2014 (Accrual Basis)**

		Adopted FY 2014	FY2014 w/Revisions	WEIGHTED Adopted FY 2015	FY 2015 w/Revisions	Adopted FY2016	FY 2016 w/Revisions
Arlington	Sales	\$ 24,473,867	\$ 24,473,867	\$ 25,208,083	\$ 23,984,390 2	\$ 25,964,326	\$ 23,984,390 2
	TOT	\$ 8,890,830	\$ 8,890,830	\$ 8,979,739	\$ 8,890,830 2	\$ 9,069,536	\$ 8,890,830 2
	Grantors	\$ 4,574,287	\$ 4,574,287	\$ 4,574,287	\$ 4,574,287 2	\$ 4,574,287	\$ 4,574,287 2
	Total	\$ 37,938,985	\$ 37,938,985	\$ 38,762,109	\$ 37,449,507	\$ 39,608,149	\$ 37,449,507
<b>Fairfax County</b>							
Sales	\$ 104,977,104	\$ 104,977,104 1	\$ 108,126,417	\$ 100,596,000 2	\$ 111,370,210	\$ 103,110,900 2	
TOT	\$ 9,984,936	\$ 9,984,936 1	\$ 10,084,786	\$ 8,965,800 2	\$ 10,185,633	\$ 9,234,774 2	
Grantors	\$ 15,169,980	\$ 15,169,980 1	\$ 15,169,980	\$ 15,169,980 2	\$ 15,169,980	\$ 15,169,980 2	
Total	\$ 130,132,020	\$ 130,132,020	\$ 133,381,183	\$ 124,731,780	\$ 136,725,823	\$ 127,515,654	
<b>City of Alexandria</b>							
Sales	\$ 15,806,507	\$ 15,806,507	\$ 16,280,702	\$ 14,891,000 2	\$ 16,769,123	\$ 15,039,910 2	
TOT	\$ 3,570,388	\$ 3,570,388	\$ 3,606,092	\$ 3,364,000 2	\$ 3,642,153	\$ 3,397,640 2	
Grantors	\$ 3,391,565	\$ 3,391,565	\$ 3,391,565	\$ 3,195,000 2	\$ 3,391,565	\$ 3,226,950 2	
Total	\$ 22,768,460	\$ 22,768,460	\$ 23,278,359	\$ 21,450,000	\$ 23,802,841	\$ 21,664,500	
<b>Loudoun</b>							
Sales	\$ 39,833,324	\$ 39,833,324 1	\$ 41,028,324	\$ 40,086,000 2	\$ 42,259,173	\$ 40,887,720 2	
TOT	\$ 806,445	\$ 806,445 1	\$ 814,509	\$ 2,020,000 2	\$ 822,654	\$ 2,040,200 2	
Grantors	\$ 6,093,105	\$ 6,093,105 1	\$ 6,093,105	\$ 8,466,000 2	\$ 6,093,105	\$ 8,635,320 2	
Total	\$ 46,732,873	\$ 46,732,873	\$ 47,935,938	\$ 50,572,000	\$ 49,174,932	\$ 51,563,240	
<b>Prince William</b>							
Sales	\$ 32,943,958	\$ 32,943,958	\$ 33,932,277	\$ 33,928,982 2	\$ 34,950,245	\$ 34,946,852 2	
TOT	\$ 530,452	\$ 530,452 1	\$ 535,757	\$ 1,446,000 2	\$ 541,114	\$ 1,488,946 2	
Grantors	\$ 4,476,903	\$ 4,476,903	\$ 4,476,903	\$ 4,521,672.00 2	\$ 4,476,903	\$ 4,612,105 2	
Total	\$ 37,951,313	\$ 37,951,313	\$ 38,944,936	\$ 39,896,654	\$ 39,968,262	\$ 41,047,903	
<b>City of Fairfax</b>							
Sales	\$ 6,462,525	\$ 6,462,525	\$ 6,656,401	\$ 6,536,626	\$ 6,856,093	\$ 6,626,350	
TOT	\$ 345,984	\$ 345,984	\$ 349,444	\$ 349,526	\$ 352,938	\$ 354,803	
Grantors	\$ 289,079	\$ 289,079	\$ 289,079	\$ 290,799	\$ 289,079	\$ 292,916	
Total	\$ 7,097,588	\$ 7,097,588	\$ 7,294,924	\$ 7,176,951	\$ 7,498,110	\$ 7,274,069	
<b>City of Falls Church</b>							
Sales	\$ 2,470,340	\$ 2,470,340	\$ 2,544,450	\$ 2,498,666	\$ 2,620,784	\$ 2,532,963	
TOT	\$ 141,857	\$ 141,857	\$ 143,276	\$ 143,309	\$ 144,708	\$ 145,473	
Grantors	\$ 261,761	\$ 261,761	\$ 261,761	\$ 263,319	\$ 261,761	\$ 265,235	
Total	\$ 2,873,958	\$ 2,873,958	\$ 2,949,487	\$ 2,905,294	\$ 3,027,254	\$ 2,943,671	
<b>City of Manassas</b>							
Sales	\$ 4,568,248	\$ 4,568,248	\$ 4,705,295	\$ 4,620,629	\$ 4,846,454	\$ 4,684,053	
TOT	\$ 77,750	\$ 77,750	\$ 71,271	\$ 78,546	\$ 78,527	\$ 79,732	
Grantors	\$ 271,303	\$ 271,303	\$ 271,303	\$ 272,917	\$ 271,303	\$ 274,904	
Total	\$ 4,917,301	\$ 4,917,301	\$ 5,047,869	\$ 4,972,092	\$ 5,196,285	\$ 5,038,689	
<b>City of Manassas Park</b>							
Sales	\$ 920,350	\$ 920,350	\$ 947,961	\$ 930,903	\$ 976,400	\$ 943,681	
Grantors	\$ 148,806	\$ 148,806	\$ 148,806	\$ 149,692	\$ 148,806	\$ 150,781	
Total	\$ 1,069,157	\$ 1,069,157	\$ 1,096,767	\$ 1,080,595	\$ 1,125,206	\$ 1,094,463	
<b>Total NVTA Revenue</b>							
Sales	\$ 232,456,223	\$ 232,456,223	\$ 239,429,910	\$ 228,073,196	\$ 246,612,807	\$ 232,756,820	
TOT	\$ 24,348,642	\$ 24,348,642	\$ 24,584,872	\$ 25,258,011	\$ 24,837,265	\$ 25,632,398	
Grantors	\$ 34,676,790	\$ 34,676,790	\$ 34,676,790	\$ 36,903,666	\$ 34,676,790	\$ 37,202,478	
Total	\$ 291,481,655	\$ 291,481,655	\$ 298,691,572	\$ 290,234,874	\$ 306,126,862	\$ 295,591,696	
70%	\$ 204,037,159	\$ 204,037,159	\$ 209,084,100	\$ 203,164,412	\$ 214,288,803	\$ 206,914,187	
30%	\$ 87,444,497	\$ 87,444,497	\$ 89,607,472	\$ 87,070,462	\$ 91,838,059	\$ 88,677,509	

Notes:

1 No revision, based on meetings

2 Revisions based on specific jurisdiction estimates

Blank General growth factors (below) used:

FY15	Sales	1.15%
	TOT	1.02%
	Grantors	0.59%
FY16	Sales	1.37%
	TOT	1.51%
	Grantors	0.73%

**Rates of Change From Jurisdictions**  
**Making Estimates**  
**April 1, 2014**  
**Unweighted**

	FY15 Average.	Fairfax County	Loudoun	PWC	Arlington	Alexandria
<b>FY 15</b>						
Sales	1.00%	1.00%	2.00%	2.99%	-2.00%	1.00%
TOT	0.80%	2.00%	1.00%	0.00%	0.00%	1.00%
Grantors	0.80%	0.00%	2.00%	1.00%	0.00%	1.00%
<b>FY16</b>						
Sales	1.40%	1.00%	2.00%	3.00%	0.00%	1.00%
TOT	1.59%	3.00%	1.00%	2.97%	0.00%	1.00%
Grantors	1.00%	0.00%	2.00%	2.00%	0.00%	1.00%
<b>FY15 Average.</b>						
Sales	1.15%	0.4815%	0.3654%	0.4518%	-0.2245%	0.0725%
TOT	1.02%	0.8397%	0.0339%	0.0000%	0.0000%	0.1501%
Grantors	0.59%	0.0000%	0.3615%	0.1328%	0.0000%	0.1006%
<b>FY16 Avg.</b>						
Sales	1.37%	0.4815%	0.3654%	0.4533%	0.0000%	0.0725%
TOT	1.51%	1.2595%	0.0339%	0.0662%	0.0000%	0.1501%
Grantors	0.73%	0.0000%	0.3615%	0.2656%	0.0000%	0.1006%

**Weighted**

**Weighting Factors**

**% of Rev Total**

<b>Arlington</b>	Sales	\$ 24,473,867	11.22%
	TOT	\$ 8,890,830	37.38%
	Grantors	\$ 4,574,287	13.57%
	<b>Total</b>	<b>\$ 37,938,985</b>	
<b>Fairfax County</b>	Sales	\$ 104,977,104	48.15%
	TOT	\$ 9,984,936	41.98%
	Grantors	\$ 15,169,980	45.01%
	<b>Total</b>	<b>\$ 130,132,020</b>	
<b>City of Alexandria</b>	Sales	\$ 15,806,507	7.25%
	TOT	\$ 3,570,388	15.01%
	Grantors	\$ 3,391,565	10.06%
	<b>Total</b>	<b>\$ 22,768,460</b>	
<b>Loudoun</b>	Sales	\$ 39,833,324	18.27%
	TOT	\$ 806,445	3.39%
	Grantors	\$ 6,093,105	18.08%
	<b>Total</b>	<b>\$ 46,732,873</b>	
<b>Prince William</b>	Sales	\$ 32,943,958	15.11%
	TOT	\$ 530,452	2.23%
	Grantors	\$ 4,476,903	13.28%
	<b>Total</b>	<b>\$ 37,951,313</b>	
<b>Total Five Jurisdictions</b>	Sales	\$ 218,034,760	
	TOT	\$ 23,783,051	
	Grantors	\$ 33,705,840	
	<b>Total</b>	<b>\$ 275,523,651</b>	

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY**  
**REVENUES RECEIVED, BY TAX TYPE AND JURISDICTION, COMPARED TO NVTA ESTIMATES**  
**JULY 1, 2013 THROUGH MARCH 12, 2014**  
**(CASH BASIS)**

			Received		NVTA		
Grantors Tax					FY 2014	Annualized - Actual	Projected
Transaction Months		8	To Date	Annualized	Projection	To Projection	Variance
City of Alexandria			\$ 1,822,595	\$ 2,733,892	\$ 3,391,565	\$ (657,673)	
Arlington County			\$ 2,777,314	\$ 4,165,970	\$ 4,574,287	\$ (408,317)	
City of Fairfax			\$ 232,366	\$ 348,550	\$ 289,079	\$ 59,471	
Fairfax County			\$ 9,962,043	\$ 14,943,064	\$ 15,169,980	\$ (226,916)	
City of Falls Church			\$ 190,170	\$ 285,255	\$ 261,761	\$ 23,494	
Loudoun County			\$ 5,575,044	\$ 8,362,567	\$ 6,093,105	\$ 2,269,462	
City of Manassas			\$ 234,325	\$ 351,487	\$ 271,303	\$ 80,184	
City of Manassas Park			\$ 171,505	\$ 257,258	\$ 148,806	\$ 108,452	
Prince William County			\$ 3,398,854	\$ 5,098,282	\$ 4,476,903	\$ 621,379	
Total Grantors Tax Revenue			\$ 24,364,216	\$ 36,546,324	\$ 34,676,789	\$ 1,869,535	5%
Regional Sales Tax*			Received		FY 2014		
Transaction Months (Retail Sales)		7	To Date	Annualized	Projection	To Projection	
City of Alexandria			\$ 8,554,772	\$ 14,665,323	\$ 15,806,507	\$ (1,141,184)	
Arlington County			\$ 13,235,617	\$ 22,689,630	\$ 24,473,867	\$ (1,784,237)	
City of Fairfax			\$ 4,269,912	\$ 7,319,850	\$ 6,462,525	\$ 857,325	
Fairfax County			\$ 58,124,096	\$ 99,641,308	\$ 104,977,104	\$ (5,335,796)	
City of Falls Church			\$ 1,225,250	\$ 2,100,429	\$ 2,470,340	\$ (369,911)	
Loudoun County			\$ 22,491,691	\$ 38,557,185	\$ 39,833,324	\$ (1,276,139)	
City of Manassas			\$ 2,673,268	\$ 4,582,745	\$ 4,568,248	\$ 14,497	
City of Manassas Park			\$ 617,254	\$ 1,058,150	\$ 920,350	\$ 137,800	
Prince William County			\$ 18,753,152	\$ 32,148,261	\$ 32,943,958	\$ (795,697)	
Total Sales Tax Revenue*			\$ 129,945,014	\$ 222,762,881	\$ 232,456,223	\$ (9,693,342)	-4%
Transient Occupancy Tax (TOT)			Received		FY 2014		
Transaction Months		**	To Date		Projection		
City of Alexandria			\$ 1,471,084		\$ 3,570,388		
Arlington County			\$ 4,245,517		\$ 8,890,830		
City of Fairfax			\$ 143,150		\$ 345,984		
Fairfax County			\$ 4,396,350		\$ 9,984,936		
City of Falls Church			\$ 39,675		\$ 141,857		
Loudoun County			\$ 921,283		\$ 806,445		
City of Manassas			\$ 31,333		\$ 77,750		
City of Manassas Park			\$ -		\$ -		
Prince William County			\$ 602,606		\$ 530,452		
Total TOT Revenue			\$ 11,850,997		\$ 24,348,642		
Total Revenue Received			\$ 166,160,227	\$ 283,657,847	\$ 291,481,654	\$ (7,823,807)	-3%
<i>Annualized Total Revenue Includes total projection for TOT.</i>							
*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			
				\$ 697,880			
**TOT Revenues are not processed and distributed in a manner which currently permits monthly analysis. More actual transaction history is needed.							