

115TH CONGRESS  
1ST SESSION

# H. J. RES. 76

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## JOINT RESOLUTION

Granting the consent and approval of Congress for the Commonwealth of Virginia, the State of Maryland, and the District of Columbia to enter into a compact relating to the establishment of the Washington Metrorail Safety Commission.

Whereas the Washington Metropolitan Area Transit Authority, an interstate compact agency of the District

of Columbia, the Commonwealth of Virginia, and the State of Maryland, provides transportation services to millions of people each year, the safety of whom is paramount;

Whereas an effective and safe Washington Metropolitan Area Transit Authority system is essential to the commerce and prosperity of the National Capital region;

Whereas the Tri-State Oversight Committee, created by a memorandum of understanding amongst these 3 jurisdictions, has provided safety oversight of the Washington Metropolitan Area Transit Authority;

Whereas 49 U.S.C. 5329 requires the creation of a legally and financially independent state authority for safety oversight of all fixed rail transit facilities;

Whereas the District of Columbia, the Commonwealth of Virginia, and the State of Maryland intend to create a Washington Metrorail Safety Commission to act as the state safety oversight authority for the Washington Metropolitan Area Transit Authority system under 49 U.S.C. 5329; and

Whereas this compact is created for the benefit of the people of the District of Columbia, the Commonwealth of Virginia, and the State of Maryland and for the increase of their safety, commerce, and prosperity.

1       *Resolved by the Senate and House of Representatives*

2       *of the United States of America in Congress assembled,*

3               CONSENT AND APPROVAL OF CONGRESS

4       SECTION 1. The consent and approval of Congress

5 is hereby given for the Commonwealth of Virginia, the

6 State of Maryland, and the District of Columbia to enter

1 into a compact for the safety oversight of the Washington  
 2 Metropolitan Area Transit Authority Metrorail system  
 3 (known as the Metrorail Safety Commission Interstate  
 4 Compact), which has been negotiated by representatives  
 5 of the State, the Commonwealth, and the District, sub-  
 6 stantially as follows:

7 “ARTICLE I

8 “DEFINITIONS

9 “1. As used in this MSC Compact, the following  
 10 words and terms shall have the meanings set forth below,  
 11 unless the context clearly requires a different meaning.  
 12 Capitalized terms used herein, but not otherwise defined  
 13 in this MSC Compact, shall have the definition set forth  
 14 in regulations issued under 49 U.S.C. § 5329, as they may  
 15 be revised from time to time.

16 “(a) ‘Alternate Member’ means an alternate  
 17 member of the Board;

18 “(b) ‘Board’ means the board of directors of  
 19 the Commission;

20 “(c) ‘Commission’ means the Washington Met-  
 21 rorail Safety Commission;

22 “(d) ‘Member’ means a member of the Board;

23 “(e) ‘MSC Compact’ means this Washington  
 24 Metrorail Safety Commission Interstate Compact;

1           “(f) ‘Public Transportation Agency Safety Plan’  
2       means the comprehensive agency safety plan for a  
3       rail transit agency required by 49 U.S.C. § 5329  
4       and the regulations issued thereunder, as may be  
5       amended or revised from time to time;

6           “(g) ‘Public Transportation Safety Certification  
7       Training Program’ means the federal certification  
8       training program, as established and amended from  
9       time to time by applicable federal laws and regula-  
10      tions, for federal and state employees, or other des-  
11      ignated personnel, who conduct safety audits and ex-  
12      aminations of public transportation systems, and  
13      employees of public transportation agencies directly  
14      responsible for safety oversight;

15          “(h) ‘Safety Sensitive Position’ means any posi-  
16      tion held by a WMATA employee or contractor des-  
17      ignated in the Public Transportation Agency Safety  
18      Plan for the WMATA Rail System and approved by  
19      the Commission as directly or indirectly affecting the  
20      safety of the passengers or employees of the  
21      WMATA Rail System;

22          “(i) ‘Signatory’ means the State of Maryland,  
23      the Commonwealth of Virginia, and the District of  
24      Columbia;

1           “(j) ‘State’, ‘state’, or ‘jurisdiction’ means the  
2       District of Columbia, the State of Maryland, or the  
3       Commonwealth of Virginia;

4           “(k) ‘Washington Metropolitan Area Transit  
5       Authority’ or ‘WMATA’ is the entity created by the  
6       WMATA Compact, which entity is responsible for  
7       providing certain rail fixed guideway public trans-  
8       portation system services;

9           “(l) ‘WMATA Compact’ means the Washington  
10      Metropolitan Area Transit Authority Compact, ap-  
11      proved November 6, 1966 (80 Stat. 1324; D.C. Offi-  
12      cial Code § 9–1107.01 et seq.); and

13          “(m) ‘WMATA Rail System’ or ‘Metrorail’  
14      means the rail fixed guideway public transportation  
15      system and all other real and personal property  
16      owned, leased, operated, or otherwise used by  
17      WMATA rail services and shall include WMATA rail  
18      projects under design or construction by owners  
19      other than WMATA.

## 20                               “ARTICLE II

### 21                               “PURPOSE AND FUNCTIONS

22          “2. The Signatories to the WMATA Compact hereby  
23      adopt this MSC Compact pursuant to 49 U.S.C. § 5329.  
24      The Commission created hereunder shall have safety regu-  
25      latory and enforcement authority over the WMATA Rail

1 System and shall act as the state safety oversight author-  
2 ity for WMATA under 49 U.S.C. § 5329, as may be  
3 amended from time to time. WMATA shall be subject to  
4 the Commission's rules, regulations, actions, and orders.

5       “3. The purpose of this MSC Compact is to create  
6 a state safety oversight authority for the WMATA Rail  
7 System, pursuant to the mandate of federal law, as a com-  
8 mon agency of each Signatory, empowered in the manner  
9 hereinafter set forth to review, approve, oversee, and en-  
10 force the safety of the WMATA Rail System, including,  
11 without limitation, to:

12           “(a) Have exclusive safety oversight authority  
13 and responsibility over the WMATA Rail System  
14 pursuant to federal law, including, without limita-  
15 tion, the power to restrict, suspend, or prohibit rail  
16 service on all or part of the WMATA Rail System  
17 as set forth in this MSC Compact;

18           “(b) Develop and adopt a written state safety  
19 oversight program standard;

20           “(c) Review and approve the WMATA Public  
21 Transportation Agency Safety Plan;

22           “(d) Investigate hazards, incidents, and acci-  
23 dents on the WMATA Rail System;

1           “(e) Require, review, approve, oversee, and en-  
 2           force Corrective Action Plans developed by WMATA;  
 3           and

4           “(f) Meet other requirements of federal and  
 5           State law relating to safety oversight of the  
 6           WMATA Rail System.

7                               “ARTICLE III

8           “ESTABLISHMENT AND ORGANIZATION

9           “A. Washington Metrorail Safety Commission

10          “4. The Commission is hereby created as an instru-  
 11          mentality of each Signatory, which shall be a public body  
 12          corporate and politic, and which shall have the powers and  
 13          duties set forth in this MSC Compact.

14          “5. The Commission shall be financially and legally  
 15          independent from WMATA.

16          “B. Board Membership

17          “6. The Commission shall be governed by a Board  
 18          of 6 Members with 2 Members appointed or reappointed  
 19          (including to fill an unexpired term) by each Signatory  
 20          pursuant to the Signatory’s applicable laws.

21          “7. Each Signatory shall also appoint or reappoint  
 22          (including to fill an unexpired term) one Alternate Mem-  
 23          ber pursuant to the Signatory’s applicable laws.

24          “8. An Alternate Member shall participate and take  
 25          action as a Member only in the absence of one or both

1 Members appointed from the same jurisdiction as the Al-  
2 ternate Member's appointing jurisdiction and, in such in-  
3 stances, may cast a single vote.

4 "9. Members and Alternate Members shall have back-  
5 grounds in transit safety, transportation, relevant engi-  
6 neering disciplines, or public finance.

7 "10. No Member or Alternate Member shall simulta-  
8 neously hold an elected public office, serve on the WMATA  
9 board of directors, be employed by WMATA, or be a con-  
10 tractor to WMATA.

11 "11. Each Member and Alternate Member shall serve  
12 a 4-year term and may be reappointed for additional  
13 terms; except that, each Signatory shall make its initial  
14 appointments as follows:

15 "(a) One Member shall be appointed for a 4-  
16 year term;

17 "(b) One Member shall be appointed for a 2-  
18 year term; and

19 "(c) The Alternate Member shall be appointed  
20 for a 3-year term.

21 "12. Any person appointed to fill a vacancy shall  
22 serve for the unexpired term.

23 "13. Members and Alternate Members shall be enti-  
24 tled to reimbursement for reasonable and necessary ex-  
25 penses and shall be compensated for each day spent meet-



1 ing on the business of the Commission at a rate of \$200  
 2 per day or at such other rate as may be adjusted in appro-  
 3 priations approved by all of the Signatories.

4 “14. A Member or an Alternate Member may be re-  
 5 moved or suspended from office only for cause in accord-  
 6 ance with the laws of such Member’s or Alternate Mem-  
 7 ber’s appointing jurisdiction.

8 “C. Quorum and Actions of the Board

9 “15. Four Members shall constitute a quorum, and  
 10 the affirmative vote of 4 Members is required for action  
 11 of the Board. Quorum and voting requirements under this  
 12 paragraph may be met with one or more Alternate Mem-  
 13 bers pursuant to section 8.

14 “16. The Commission action shall become effective  
 15 upon enactment unless otherwise provided for by the Com-  
 16 mission.

17 “D. Oath of Office

18 “17. Before entering office, each Member and Alter-  
 19 nate Member shall take and subscribe to the following  
 20 oath (or affirmation) of office or any such other oath or  
 21 affirmation as the constitution or laws of the Signatory  
 22 he or she represents shall provide:

23 “I, \_\_\_\_\_, hereby solemnly  
 24 swear (or affirm) that I will support and defend the Con-  
 25 stitution and the laws of the United States as a Member

1 (or Alternate Member) of the Board of the Washington  
2 Metrorail Safety Commission and will faithfully discharge  
3 the duties of the office upon which I am about to enter.

4 “E. Organization and Procedure

5 “18. The Board shall provide for its own organization  
6 and procedure. Meetings of the Board shall be held as fre-  
7 quently as the Board determines, but in no event less than  
8 quarterly. The Board shall keep minutes of its meetings  
9 and establish rules and regulations governing its trans-  
10 actions and internal affairs, including, without limitation,  
11 policies regarding records retention that are not in conflict  
12 with applicable federal record retention laws.

13 “19. The Commission shall keep commercially rea-  
14 sonable records of its financial transactions in accordance  
15 with accounting principles generally accepted in the  
16 United States of America.

17 “20. The Commission shall establish an office for the  
18 conduct of its affairs at a location to be determined by  
19 the Commission.

20 “21. The Commission shall adopt 5 U.S.C. § 552(a)–  
21 (d) and (g), and 5 U.S.C. § 552b, as both may be amended  
22 from time to time, as its freedom-of-information policy  
23 and open-meeting policy, respectively, and shall not be  
24 subject to the comparable laws or policies of any Signa-  
25 tory.

1       “22. Reports of investigations or inquiries adopted by  
2 the Board shall be made publicly available.

3       “23. The Commission shall adopt a policy on conflict  
4 of interest that shall be consistent with the regulations  
5 issued under 49 U.S.C. § 5329, as they may be revised  
6 from time to time, which, among other things, places ap-  
7 propriate separation between Members, officers, employ-  
8 ees, contractors, and agents of the Commission and  
9 WMATA.

10       “24. The Commission shall adopt and utilize its own  
11 administrative procedure and procurement policies in con-  
12 formance with applicable federal regulations and shall not  
13 be subject to the administrative procedure or procurement  
14 laws of any Signatory.

15       “F. Officers and Employees

16       “25. The Board shall elect a Chairman, Vice Chair-  
17 man, Secretary, and Treasurer from among its Members,  
18 each for a 2-year term and shall prescribe their powers  
19 and duties.

20       “26. The Board shall appoint and fix the compensa-  
21 tion and benefits of a chief executive officer who shall be  
22 the chief administrative officer of the Commission and who  
23 shall have expertise in transportation safety and one or  
24 more industry-recognized transportation safety certifi-  
25 cations.

1       “27. Consistent with 49 U.S.C. § 5329, as may be  
2 amended from time to time, the Commission may employ,  
3 under the direction of the chief executive officer, such  
4 other technical, legal, clerical, and other employees on a  
5 regular, part-time, or as-needed basis as it determines nec-  
6 essary or desirable for the discharge of its duties.

7       “28. The Commission shall not be bound by any stat-  
8 ute or regulation of any Signatory in the employment or  
9 discharge of any officer or employee of the Commission,  
10 but shall develop its own policies in compliance with fed-  
11 eral law. The MSC shall, however, consider the laws of  
12 the Signatories in devising its employment and discharge  
13 policies, and when it deems it practical, devise policies con-  
14 sistent with the laws of the Signatories.

15       “29. The Board may fix and provide policies for the  
16 qualification, appointment, removal, term, tenure, com-  
17 pensation benefits, worker’s compensation, pension, and  
18 retirement rights of its employees subject to federal law.  
19 The Board may also establish a personnel system based  
20 on merit and fitness and, subject to eligibility, participate  
21 in the pension, retirement, and worker’s compensation  
22 plans of any Signatory or agency or political subdivision  
23 thereof.

## 1 “ARTICLE IV

## 2 “POWERS

## 3 “A. Safety Oversight Powers

4 “30. In carrying out its purposes, the Commission,  
5 through its Board or designated employees or agents,  
6 shall, consistent with federal law:

7 “(a) Adopt, revise, and distribute a written State  
8 Safety Oversight Program;

9 “(b) Review, approve, oversee, and enforce the adop-  
10 tion and implementation of WMATA’s Public Transpor-  
11 tation Agency Safety Plan;

12 “(c) Require, review, approve, oversee, and enforce  
13 the adoption and implementation of any Corrective Action  
14 Plans that the Commission deems appropriate;

15 “(d) Implement and enforce relevant federal and  
16 State laws and regulations relating to safety of the  
17 WMATA Rail System; and

18 “(e) Audit every 3 years the compliance of WMATA  
19 with WMATA’s Public Transportation Agency Safety  
20 Plan or conduct such an audit on an ongoing basis over  
21 a 3-year time frame.

22 “31. In performing its duties, the Commission,  
23 through its Board or designated employees or agents, may:

24 “(a) Conduct, or cause to be conducted, inspections,  
25 investigations, examinations, and testing of WMATA per-

1 sonnel and contractors, property, equipment, facilities,  
2 rolling stock, and operations of the WMATA Rail System,  
3 including, without limitation, electronic information and  
4 databases through reasonable means, which may include  
5 issuance of subpoenas;

6       “(b) Enter upon the WMATA Rail System and, upon  
7 reasonable notice and a finding by the chief executive offi-  
8 cer that a need exists, upon any lands, waters, and prem-  
9 ises adjacent to the WMATA Rail System, including, with-  
10 out limitation, property owned or occupied by the federal  
11 government, for the purpose of making inspections, inves-  
12 tigations, examinations, and testing as the Commission  
13 may deem necessary to carry out the purposes of this MSC  
14 Compact, and such entry shall not be deemed a trespass.  
15 The Commission shall make reasonable reimbursement for  
16 any actual damage resulting to any such adjacent lands,  
17 waters, and premises as a result of such activities;

18       “(c) Compel WMATA’s compliance with any Correc-  
19 tive Action Plan or order of the Commission by such  
20 means as the Commission deems appropriate, including,  
21 without limitation, by:

22               “(1) Taking legal action in a court of com-  
23 petent jurisdiction;

1           “(2) Issuing citations or fines with funds going  
2           into an escrow account for spending by WMATA on  
3           Commission-directed safety measures;

4           “(3) Directing WMATA to prioritize spending  
5           on safety-critical items;

6           “(4) Removing a specific vehicle, infrastructure  
7           element, or hazard from the WMATA Rail System;  
8           and

9           “(5) Compelling WMATA to restrict, suspend,  
10          or prohibit rail service on all or part of the WMATA  
11          Rail System with an appropriate notice period dic-  
12          tated by the circumstances;

13          “(d) Direct WMATA to suspend or disqualify from  
14          performing in any Safety Sensitive Position an individual  
15          who is alleged to or has violated safety rules, regulations,  
16          policies, or laws;

17          “(e) Compel WMATA’s Office of the Inspector Gen-  
18          eral, created under WMATA Board Resolution 2006–18,  
19          or any successor WMATA office or organization having  
20          similar duties, to conduct safety-related audits or inves-  
21          tigations and to provide its findings to the Commission;  
22          and

23          “(f) Take such other actions as the Commission may  
24          deem appropriate consistent with its purpose and powers.

1       “32. Action by the Board under section 31(c)(5) shall  
2 require the unanimous vote of all Members present and  
3 voting. The Commission shall coordinate its enforcement  
4 activities with appropriate federal and State governmental  
5 authorities.

6       “B. General Powers

7       “33. In addition to the powers and duties set forth  
8 above, the Commission may:

9       “(a) Sue and be sued;

10       “(b) Adopt, amend, and repeal rules and regulations  
11 respecting the exercise of the powers conferred by this  
12 MSC Compact;

13       “(c) Create and abolish offices, employments, and po-  
14 sitions (other than those specifically provided for in this  
15 MSC Compact) necessary or desirable for the purposes of  
16 the Commission;

17       “(d) Determine a staffing level for the Commission  
18 that is commensurate with the size and complexity of the  
19 WMATA Rail System, and require that employees and  
20 other designated personnel of the Commission, who are re-  
21 sponsible for safety oversight, be qualified to perform such  
22 functions through appropriate training, including, without  
23 limitation, successful completion of the Public Transpor-  
24 tation Safety Certification Training Program;



1       “(e) Contract for or employ consulting attorneys, in-  
2   spectors, engineers, and such other experts necessary or  
3   desirable and, within the limitations prescribed in this  
4   MSC Compact, prescribe their powers and duties and fix  
5   their compensation;

6       “(f) Enter into and perform contracts, leases, and  
7   agreements necessary or desirable in the performance of  
8   its duties and in the execution of the powers granted under  
9   this MSC Compact;

10      “(g) Apply for, receive, and accept such payments,  
11   appropriations, grants, gifts, loans, advances, and other  
12   funds, properties, and services as may be transferred or  
13   made available to it by the United States government or  
14   any other public or private entity or individual, subject  
15   to the limitations specified in section 42;

16      “(h) Adopt an official seal and alter the same at its  
17   pleasure;

18      “(i) Adopt and amend by-laws, policies, and proce-  
19   dures governing the regulation of its affairs;

20      “(j) Appoint one or more advisory committees; and

21      “(k) Do such other acts necessary or desirable for  
22   the performance of its duties and the execution of its pow-  
23   ers under this MSC Compact.

1       “34. Consistent with this MSC Compact, the Com-  
 2 mission shall promulgate rules and regulations to carry  
 3 out the purposes of this MSC Compact.

4                               “ARTICLE V

5                               “GENERAL PROVISIONS

6       “A. Annual Safety Report

7       “35. The Commission shall make and publish annu-  
 8 ally a status report on the safety of the WMATA Rail Sys-  
 9 tem, which shall include, among other requirements estab-  
 10 lished by the Commission and federal law, status updates  
 11 of outstanding Corrective Action Plans, Commission direc-  
 12 tives, and on-going investigations. A copy of each such re-  
 13 port shall be provided to:

14               “(a) The Administrator of the Federal Transit  
 15 Administration;

16               “(b) The Governor of Virginia, the Governor of  
 17 Maryland, and the Mayor of the District of Colum-  
 18 bia;

19               “(c) The Chairman of the Council of the Dis-  
 20 trict of Columbia;

21               “(d) The President of the Maryland Senate and  
 22 the Speaker of the Maryland House of Delegates;

23               “(e) The President of the Virginia Senate and  
 24 the Speaker of the Virginia House of Delegates; and

1           “(f) The General Manager and each member of  
2           the board of directors of WMATA.

3           “36. The Commission may prepare, publish, and dis-  
4           tribute such other safety reports that it deems necessary  
5           or desirable.

6           “B. Annual Report of Operations

7           “37. The Commission shall make and publish an an-  
8           nual report on its programs, operations, and finances,  
9           which shall be distributed in the same manner provided  
10          by section 35.

11          “38. The Commission may also prepare, publish, and  
12          distribute such other public reports and informational ma-  
13          terials as it deems necessary or desirable.

14          “C. Annual Independent Audit

15          “39. An independent annual audit shall be made of  
16          the financial accounts of the Commission. The audit shall  
17          be made by qualified certified public accountants selected  
18          by the Board, who shall have no personal interest, direct  
19          or indirect, in the financial affairs of the Commission or  
20          any of its officers or employees. The report of audit shall  
21          be prepared in accordance with generally accepted audit-  
22          ing principles and shall be distributed in the same manner  
23          provided by section 35. Members, employees, agents, and  
24          contractors of the Commission shall provide access to in-

1 formation necessary or desirable for the conduct of the  
2 annual audit.

3 “D. Financing

4 “40. The Commission’s operations shall be funded,  
5 independently of WMATA, by the Signatory jurisdictions  
6 and, when available, by federal funds. The Commission  
7 shall have no authority to levy taxes.

8 “41. The Signatories shall unanimously agree on ade-  
9 quate funding levels for the Commission and make equal  
10 contributions of such funding, subject to annual appro-  
11 priation, to cover the portion of Commission operations  
12 not funded by federal funds.

13 “42. The Commission may borrow up to 5% of its  
14 last annual appropriations budget in anticipation of re-  
15 ceipts, or as otherwise set forth in the appropriations  
16 budget approved by all of the Signatories, from any lawful  
17 lending institution for any purpose of this MSC Compact,  
18 including, without limitation, for administrative expenses.  
19 Such loans shall be for a term not to exceed 2 years, or  
20 at such longer term approved by each Signatory pursuant  
21 to its laws as evidenced by the written authorization by  
22 the Mayor of the District of Columbia and the Governors  
23 of Maryland and Virginia, and at such rates of interest  
24 as shall be acceptable to the Commission.

1       “43. With respect to the District of Columbia, the  
2 commitment or obligation to render financial assistance to  
3 the Commission shall be created, by appropriation or in  
4 such other manner, or by such other legislation, as the  
5 District of Columbia shall determine; provided, that any  
6 such commitment or obligation shall be approved by Con-  
7 gress pursuant to the District of Columbia Home Rule  
8 Act, approved December 24, 1973 (87 Stat. 774; D.C. Of-  
9 ficial Code § 1–201.01 et seq.).

10       “44. Pursuant to the requirements of 31 U.S.C. §§  
11 1341, 1342, 1349 to 1351, and 1511 to 1519, and D.C.  
12 Official Code §§ 47–105 and 47–355.01 to 355.08 (collec-  
13 tively, the ‘Anti-Deficiency Acts’), the District cannot obli-  
14 gate itself to any financial commitment in any present or  
15 future year unless the necessary funds to pay that commit-  
16 ment have been appropriated and are lawfully available  
17 for the purpose committed. Thus, pursuant to the Anti-  
18 Deficiency Acts, nothing in the MSC Compact creates an  
19 obligation of the District in anticipation of an appropria-  
20 tion for such purpose, and the District’s legal liability for  
21 the payment of any amount under this MSC Compact does  
22 not and may not arise or obtain in advance of the lawful  
23 availability of appropriated funds for the applicable fiscal  
24 year.

25       “E. Tax Exemption

1       “45. The exercise of the powers granted by this MSC  
2 Compact shall in all respects be for the benefit of the peo-  
3 ple of the District of Columbia, the Commonwealth of Vir-  
4 ginia, and the State of Maryland and for the increase of  
5 their safety, commerce, and prosperity, and as the activi-  
6 ties associated with this MSC Compact shall constitute the  
7 performance of essential governmental functions, the  
8 Commission shall not be required to pay any taxes or as-  
9 sessments upon the services or any property acquired or  
10 used by the Commission under the provisions of this MSC  
11 Compact or upon the income therefrom, and shall at all  
12 times be free from taxation within the District of Colum-  
13 bia, the Commonwealth of Virginia, and the State of  
14 Maryland.

15       “F. Reconsideration of Commission Orders

16       “46. WMATA shall have the right to petition the  
17 Commission for reconsideration of an order based on rules  
18 and procedures developed by the Commission.

19       “47. Consistent with section 16, the filing of a peti-  
20 tion for reconsideration shall not act as a stay upon the  
21 execution of a Commission order, or any part of it, unless  
22 the Commission orders otherwise. WMATA may appeal  
23 any adverse action on a petition for reconsideration as set  
24 forth in section 48.

25       “G. Judicial Matters

1       “48. The United States District Court for the East-  
2 ern District of Virginia, Alexandria Division, the United  
3 States District Court for the District of Maryland, South-  
4 ern Division, and the United States District Court for the  
5 District of Columbia shall have exclusive and original ju-  
6 risdiction of all actions brought by or against the Commis-  
7 sion and to enforce subpoenas under this MSC Compact.

8       “49. The commencement of a judicial proceeding  
9 shall not operate as a stay of a Commission order unless  
10 specifically ordered by the court.

11       “H. Liability and Indemnification

12       “50. The Commission and its Members, Alternate  
13 Members, officers, agents, employees, or representatives  
14 shall not be liable for suit or action or for any judgment  
15 or decree for damages, loss, or injury resulting from action  
16 taken within the scope of their employment or duties  
17 under this MSC Compact, nor required in any case arising  
18 or any appeal taken under this MSC Compact to give a  
19 supersedeas bond or security for damages. Nothing in this  
20 paragraph shall be construed to protect such person from  
21 suit or liability for damage, loss, injury, or liability caused  
22 by the intentional or willful and wanton misconduct of  
23 such person.

24       “51. The Commission shall be liable for its contracts  
25 and for its torts and those of its Members, Alternate Mem-

1 bers, officers, agents, employees, and representatives com-  
2 mitted in the conduct of any proprietary function, in ac-  
3 cordance with the law of the applicable Signatory (includ-  
4 ing, without limitation, rules on conflict of laws) but shall  
5 not be liable for any torts occurring in the performance  
6 of a governmental function. The exclusive remedy for such  
7 breach of contract or tort for which the Commission shall  
8 be liable, as herein provided, shall be by suit against the  
9 Commission. Nothing contained in this MSC Compact  
10 shall be construed as a waiver by the District of Columbia,  
11 the Commonwealth of Virginia, or the State of Maryland  
12 of any immunity from suit.

13 “I. Commitment of Parties

14 “52. Each of the Signatories pledges to each other  
15 faithful cooperation in providing safety oversight for the  
16 WMATA Rail System, and, to affect such purposes, agrees  
17 to consider in good faith and request any necessary legisla-  
18 tion to achieve the objectives of this MSC Compact.

19 “J. Amendments and Supplements

20 “53. Amendments and supplements to this MSC  
21 Compact shall be adopted by legislative action of each of  
22 the Signatories and the consent of Congress. When one  
23 Signatory adopts an amendment or supplement to an ex-  
24 isting section of this MSC Compact, that amendment or  
25 supplement shall not be immediately effective, and the pre-



1 viously enacted provision or provisions shall remain in ef-  
2 fect in each jurisdiction until the amendment or supple-  
3 ment is approved by the other Signatories and is con-  
4 sented to by Congress.

5 “K. Withdrawal and Termination

6 “54. Any Signatory may withdraw from this MSC  
7 Compact, which action shall constitute a termination of  
8 this MSC Compact.

9 “55. Withdrawal from this MSC Compact shall be by  
10 a Signatory’s repeal of this MSC Compact from its laws,  
11 but such repeal shall not take effect until 2 years after  
12 the effective date of the repealed statute and written no-  
13 tice of the withdrawal being given by the withdrawing Sig-  
14 natory to the governors or mayor, as appropriate, of the  
15 other Signatories.

16 “56. Prior to termination of this MSC Compact, the  
17 Commission shall provide each Signatory:

18 “(a) A mechanism for concluding the operations  
19 of the Commission;

20 “(b) A proposal to maintain state safety over-  
21 sight of the WMATA Rail System in compliance  
22 with applicable federal law;

23 “(c) A plan to hold surplus funds in a trust for  
24 a successor regulatory entity for 4 years after the  
25 termination of this MSC Compact; and

1           “(d) A plan to return any surplus funds that  
2           remain 4 years after the creation of the trust.

3           “L. Construction and Severability

4           “57. This MSC Compact shall be liberally construed  
5           to effectuate the purposes for which it is created.

6           “58. If any part or provision of this MSC Compact  
7           or the application thereof to any person or circumstances  
8           be adjudged invalid by any court of competent jurisdiction,  
9           such judgment shall be confined in its operation to the  
10          part, provision, or application directly involved in the con-  
11          troversy in which such judgment shall have been rendered  
12          and shall not affect or impair the validity of the remainder  
13          of this MSC Compact or the application thereof to other  
14          persons or circumstances, and the Signatories hereby de-  
15          clare that they would have entered into this MSC Compact  
16          or the remainder thereof had the invalidity of such provi-  
17          sion or application thereof been apparent.

18          “M. Adoption; Effective Date

19          “59. This MSC Compact shall be adopted by the Sig-  
20          natories in the manner provided by law therefor and shall  
21          be signed and sealed in 4 duplicate original copies. One  
22          such copy shall be filed with the Secretary of State of the  
23          State of Maryland, the Secretary of the Commonwealth  
24          of Virginia, and the Secretary of the District of Columbia  
25          in accordance with the laws of each jurisdiction. One copy

1 shall be filed and retained in the archives of the Commis-  
 2 sion upon its organization. This MSC Compact shall be-  
 3 come effective upon the enactment of concurring legisla-  
 4 tion by the District of Columbia, the Commonwealth of  
 5 Virginia, and the State of Maryland, and consent thereto  
 6 by Congress and when all other acts or actions have been  
 7 taken, including, without limitation, the signing and exe-  
 8 cution of this MSC Compact by the Governors of Mary-  
 9 land and Virginia and the Mayor of the District of Colum-  
 10 bia.

11 “N. Conflict of Laws

12 “60. Any conflict between any authority granted  
 13 herein, or the exercise of such authority, and the provi-  
 14 sions of the WMATA Compact shall be resolved in favor  
 15 of the exercise of such authority by the Commission.

16 “61. All other general or special laws inconsistent  
 17 with this MSC Compact are hereby declared to be inappli-  
 18 cable to the Commission or its activities.”.

19 RIGHT TO ALTER, AMEND, OR REPEAL

20 SEC. 2. The right to alter, amend, or repeal this joint  
 21 resolution is expressly reserved. The consent granted by  
 22 this joint resolution shall not be construed as impairing  
 23 or in any manner affecting any right or jurisdiction of the  
 24 United States in and over the region that forms the sub-  
 25 ject of the Compact.

## 1 CONSTRUCTION AND SEVERABILITY

2 SEC. 3. It is intended that the provisions of this Com-  
3 pact shall be reasonably and liberally construed to effec-  
4 tuate the purposes thereof. If any part or application of  
5 this Compact, or legislation enabling the Compact, is held  
6 invalid, the remainder of the Compact or its application  
7 to other situations or persons shall not be affected.

## 8 INCONSISTENCY OF LANGUAGE

9 SEC. 4. The validity of this Compact shall not be af-  
10 fected by any insubstantial differences in its form or lan-  
11 guage as adopted by the State of Maryland, the Common-  
12 wealth of Virginia, and the District of Columbia.

## 13 EFFECTIVE DATE

14 SEC. 5. This joint resolution shall take effect on the  
15 date of enactment of this joint resolution.

Passed the House of Representatives July 17, 2017.

Attest:

*Clerk.*



115<sup>TH</sup> CONGRESS  
1<sup>ST</sup> Session

**H. J. RES. 76**

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**JOINT RESOLUTION**

Granting the consent and approval of Congress for the Commonwealth of Virginia, the State of Maryland, and the District of Columbia to enter into a compact relating to the establishment of the Washington Metrorail Safety Commission.