

BILL

IN THE [\_\_\_\_\_]

Chairman [\_\_\_\_\_], at the request of the [\_\_\_\_\_], introduced the following bill, which was referred to the Committee on \_\_\_\_\_.

BE IT ENACTED BY THE [\_\_\_\_\_], that this act may be cited as the "Washington Metrorail Safety Commission Establishment Act of 2016".

PREAMBLE

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 three jurisdictions, has provided safety oversight of the Washington Metropolitan Area Transit Authority;

WHEREAS, an amendment to 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

1 WHEREAS, this act is created for the benefit of the people of the District of Columbia,  
2 the Commonwealth of Virginia, and the State of Maryland and for the increase of their safety,  
3 commerce, and prosperity.

4 **ARTICLE I**

5 **DEFINITIONS**

6 1. As used in this title, the following words and terms shall have the meanings set forth  
7 below, unless the context clearly requires a different meaning. Capitalized terms used herein, but  
8 not otherwise defined in this act, shall have the definition set forth in regulations issued under 49  
9 U.S.C. § 5329, as they may be revised from time to time.

- 10 (a) “Alternate Member” means an alternate member of the Board;
- 11 (b) “Board” means the board of directors of the Commission;
- 12 (c) “Commission” means the Washington Metrorail Safety Commission;
- 13 (d) “Member” means a member of the Board;
- 14 (e) “MSC Compact” means the Washington Metrorail Safety Commission  
15 Interstate Compact created by this act;
- 16 (f) “Public Transportation Agency Safety Plan” means the comprehensive  
17 agency safety plan for a rail transit agency required by 49 U.S.C. § 5329 and the regulations  
18 thereunder, as may be amended or revised from time to time;
- 19 (g) “Public Transportation Safety Certification Training Program” means the  
20 federal certification training program, as established and amended from time and time by applicable  
21 federal laws and regulations, for federal and state employees, or other designated personnel, who  
22 conduct safety audits and examinations of public transportation systems, and employees of public  
23 transportation agencies directly responsible for safety oversight;

1           (h)     “Safety Sensitive Position” means any position held by a WMATA  
2 employee or contractor designated in the Public Transportation Agency Safety Plan for the  
3 WMATA Rail System and approved by the Commission as directly or indirectly affecting the  
4 safety of the passengers or employees of the WMATA Rail System;

5           (i)     “Signatory” means the State of Maryland, the Commonwealth of Virginia,  
6 and the District of Columbia;

7           (j)     “State”, “state”, or “jurisdiction” means the District of Columbia, the State of  
8 Maryland, and the Commonwealth of Virginia;

9           (k)     “Washington Metropolitan Area Transit Authority” or “WMATA” is the  
10 entity created by the WMATA Compact, which entity is responsible for providing certain rail fixed  
11 guideway public transportation system services;

12           (l)     “WMATA Compact” means the Washington Metropolitan Area Transit  
13 Authority Compact (Public Law 89–774; 80 Stat. 1324); and

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

18   **ARTICLE II**

19   **PURPOSE AND FUNCTIONS**

20           2.     The Signatories to the WMATA Compact hereby adopt this MSC Compact  
21 pursuant to 49 U.S.C. § 5329. The Commission created hereunder shall have safety regulatory  
22 and enforcement authority over the WMATA Rail System and shall act as the state safety



1           6.       The Commission shall be governed by a Board of six Members with two Members  
2 appointed or reappointed (including to fill an unexpired term) by each Signatory pursuant to the  
3 Signatory's applicable laws.

4           7.       Each Signatory shall also appoint or reappoint (including to fill an unexpired  
5 term) one Alternate Member pursuant to the Signatory's applicable laws.

6           8.       An Alternate Member shall participate and take action as a Member only in the  
7 absence of one or both Members appointed from the same jurisdiction as the Alternate Member's  
8 appointing jurisdiction and, in such instances, may cast a single vote.

9           9.       Members and Alternate Members shall have backgrounds in transportation, transit  
10 safety, public finance, or relevant engineering disciplines.

11          10.      No Member or Alternate Member shall simultaneously hold an elected public  
12 office.

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

16               (a)     one Member shall be appointed for a four-year term;

17               (b)     one Member shall be appointed for a two-year term; and

18               (c)     the Alternate Member shall be appointed for a three-year term.

19          12.      Any person appointed to fill a vacancy shall serve for the unexpired term.

20          13.      Members and Alternate Members shall be entitled to reimbursement for  
21 reasonable and necessary expenses and shall be compensated for each day spent meeting on the  
22 business of the Commission at a rate of \$200 per day or at such other rate as may be adjusted in  
23 appropriations approved by all of the Signatories.

1           14.    A Member or an Alternate Member may be removed or suspended from office  
2 only for cause in accordance with the laws of such Member's or Alternate Member's appointing  
3 jurisdiction.

4    **C.    Quorum and Actions of the Board**

5           15.    Four Members shall constitute a quorum, and the affirmative vote of four  
6 Members is required for action of the Board. Quorum and voting requirements under this  
7 paragraph may be met with one or more Alternate Members pursuant to Section 8.

8           16.    The Commission action shall become effective upon enactment unless otherwise  
9 provided for by the Commission.

10   **D.    Oath of Office**

11           17.    Before entering office, each Member and Alternate Member shall take and  
12 subscribe to the following oath (or affirmation) of office or any such other oath or affirmation as  
13 the constitution or laws of the Signatory he or she represents shall provide:

14            "I, \_\_\_\_\_, hereby solemnly swear (or affirm) that I will support and defend the  
15 Constitution and the laws of the United States as a Member (or Alternate Member) of the  
16 Board of the Washington Metrorail Safety Commission and will faithfully discharge the  
17 duties of the office upon which I am about to enter."

18   **E.    Organization and Procedure**

19           18.    The Board shall provide for its own organization and procedure. Meetings of the  
20 Board shall be held as frequently as the Board determines, but in no event less than quarterly.  
21 The Board shall keep minutes of its meetings and establish rules and regulations governing its  
22 transactions and internal affairs, including, without limitation, policies regarding records  
23 retention that are not in conflict with applicable federal record retention laws.

1           19.    The Commission shall keep commercially reasonable records of its financial  
2 transactions.

3           20.    The Commission shall establish an office for the conduct of its affairs at a  
4 location to be determined by the Commission.

5           21.    The Commission shall adopt the Federal Freedom of Information Act, codified at  
6 5 U.S.C. § 552(a)-(c), and Government in the Sunshine Act, codified at 5 U.S.C. 5552b, as both  
7 may be amended from time to time, as its freedom of information policy and open meeting  
8 policy, respectively, and shall not be subject to the comparable laws or policies of any Signatory.

9           22.    Reports of investigations or inquiries adopted by the Board shall be made publicly  
10 available.

11          23.    The Commission shall adopt a policy on conflict of interest that shall be  
12 consistent with the regulations issued under 49 U.S.C. § 5329, as they may be revised from time  
13 to time, which, among other things, places appropriate separation between Members, officers,  
14 employees, contractors, and agents of the Commission and WMATA.

15          24.    The Commission shall adopt and utilize its own administrative procedure and  
16 procurement policies in conformance with applicable federal regulations and shall not be subject  
17 to the administrative procedure or procurement laws of any Signatory.

18 **F.    Officers and Employees**

19          25.    The Board shall elect a Chairman, Vice Chairman, Secretary, and Treasurer from  
20 among its Members, each for a two-year term and shall prescribe their powers and duties.

21          26.    The Board shall appoint and fix the compensation and benefits of a chief  
22 executive officer who shall be the chief administrative officer of the Commission and who shall

1 have expertise in transportation safety and one or more industry-recognized transportation safety  
2 certifications.

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

7 28. The Commission shall not be bound by any statute or regulation of any Signatory  
8 in the employment or discharge of any officer or employee of the Commission, but shall develop  
9 its own policies in compliance with federal law.

10 29. The Board may fix and provide policies for the qualification, appointment,  
11 removal, term, tenure, compensation benefits, worker's compensation, pension, and retirement  
12 rights of its employees subject to federal law. The Board may also establish a personnel system  
13 based on merit and fitness and, subject to eligibility, participate in the pension, retirement, and  
14 worker's compensation plans of any Signatory or agency or political subdivision thereof.

15 **ARTICLE IV**

16 **POWERS**

17 **A. Safety Oversight Powers**

18 30. In carrying out its purposes, the Commission, through its Board or designated  
19 employees or agents, shall, consistent with federal law:

- 20 (a) adopt, revise, and distribute a written State Safety Oversight Program;
- 21 (b) review, approve, oversee, and enforce the adoption and implementation of
- 22 WMATA's Public Transportation Agency Safety Plan;



1           (c)     require, review, approve, oversee, and enforce the adoption and  
2 implementation of any Corrective Action Plans that the Commission deems appropriate;

3           (d)     implement and enforce relevant federal and State laws and regulations  
4 relating to safety of the WMATA Rail System; and

5           (e)     audit every three years the compliance of WMATA with WMATA's  
6 Public Transportation Agency Safety Plan or conduct such an audit on an ongoing basis over a  
7 three-year time frame.

8           31.     In performing its duties, the Commission, through its Board or designated  
9 employees or agents, may:

10           (a)     conduct, or cause to be conducted, inspections, investigations,  
11 examinations, and testing of WMATA personnel and contractors, property, equipment, facilities,  
12 rolling stock, and operations of the WMATA Rail System, including, without limitation,  
13 electronic information and databases through reasonable means, which may include issuance of  
14 subpoenas;

15           (b)     enter upon the WMATA Rail System and, upon reasonable notice and a  
16 finding by the chief executive officer that a need exists, upon any lands, waters, and premises  
17 adjacent to the WMATA Rail System, including, without limitation, property owned or occupied  
18 by the federal government, for the purpose of making inspections, investigations, examinations,  
19 and testing as the Commission may deem necessary to carry out the purposes of this MSC  
20 Compact, and such entry shall not be deemed a trespass. The Commission shall make reasonable  
21 reimbursement for any actual damage resulting to any such adjacent lands, waters, and premises  
22 as a result of such activities;

1           (c)     compel WMATA’s compliance with any Corrective Action Plan or order  
2 of the Commission by such means as the Commission deems appropriate, including, without  
3 limitation, by:

- 4                   (1)     taking legal action in a court of competent jurisdiction;
- 5                   (2)     issuing citations or fines;
- 6                   (3)     directing WMATA to prioritize spending on safety-critical items;
- 7                   (4)     removing a specific vehicle, infrastructure element, or Hazard from  
8 the WMATA Rail System; and

9                   (5)     compelling WMATA to restrict, suspend, or prohibit rail service  
10 on all or part of the WMATA Rail System with an appropriate notice period dictated by the  
11 circumstances;

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

15           (e)     compel WMATA’s Office of the Inspector General, created under  
16 WMATA board resolution 2006-18, or any successor WMATA office or organization having  
17 similar duties, to conduct safety-related audits or investigations and to provide its findings to the  
18 Commission; and

19           (f)     take such other actions as the Commission may deem appropriate  
20 consistent with its purpose and powers.

21           32.     The Commission shall coordinate its enforcement activities with appropriate  
22 federal and State governmental authorities.

23   **B.     General Powers**

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

2                   (a)    sue and be sued;

3                   (b)    adopt, amend, and repeal rules and regulations respecting the exercise of  
4 the powers conferred by this MSC Compact;

5                   (c)    create and abolish offices, employments, and positions (other than those  
6 specifically provided for in this MSC Compact) necessary or desirable for the purposes of the  
7 Commission;

8                   (d)    determine a staffing level for the Commission that is commensurate with  
9 the size and complexity of the WMATA Rail System, and require that employees and other  
10 designated personnel of the Commission, who are responsible for safety oversight, be qualified  
11 to perform such functions through appropriate training, including, without limitation, successful  
12 completion of the Public Transportation Safety Certification Training Program;

13                  (e)    contract for or employ consulting attorneys, inspectors, engineers, and  
14 such other experts necessary or desirable and, within the limitations prescribed in this MSC  
15 Compact, prescribe their powers and duties and fix their compensation;

16                  (f)    enter into and perform contracts, leases, and agreements necessary or  
17 desirable in the performance of its duties and in the execution of the powers granted under this  
18 MSC Compact;

19                  (g)    apply for, receive, and accept such payments, appropriations, grants, gifts,  
20 loans, advances, and other funds, properties, and services as may be transferred or made  
21 available to it by the United States government or any other public or private entity or individual,  
22 subject to the limitations specified in Section 42;

23                  (h)    adopt an official seal and alter the same at its pleasure;

1 (i) adopt and amend by-laws, policies, and procedures governing the  
2 regulation of its affairs;

3 (j) appoint one or more advisory committees; and

4 (k) do such other acts necessary or desirable for the performance of its duties  
5 and the execution of its powers under this MSC Compact.

6 34. Consistent with this MSC Compact, the Commission shall promulgate rules and  
7 regulations to carry out the purposes of this MSC Compact.

8 **ARTICLE V**

9 **GENERAL PROVISIONS**

10 **A. Annual Safety Report**

11 35. The Commission shall make and publish annually a status report on the safety of  
12 the WMATA Rail System, which shall include, among other requirements established by the  
13 Commission and federal law, status updates of outstanding Corrective Action Plans, Commission  
14 directives, and on-going investigations. A copy of each such report shall be provided to:

15 (a) the Administrator of the Federal Transit Administration;

16 (b) the Governor of Virginia, the Governor of Maryland, and the Mayor of the  
17 District of Columbia;

18 (c) [ADDITIONAL PARTIES TO BE ADDED BY JURISDICTIONS]; and

19 (d) the General Manager and each member of the board of directors of  
20 WMATA.

21 36. The Commission may prepare, publish, and distribute such other safety reports  
22 that it deems necessary or desirable.

23 **B. Annual Report of Operations**

1           37.     The Commission shall make and publish an annual report on its programs,  
2 operations, and finances, which shall be distributed in the same manner provided by Section 35.

3           38.     The Commission may also prepare, publish, and distribute such other public  
4 reports and informational materials as it deems necessary or desirable.

5     **C.     Annual Independent Audit**

6           39.     An independent annual audit shall be made of the financial accounts of the  
7 Commission. The audit shall be made by qualified certified public accountants selected by the  
8 Board, who shall have no personal interest, direct or indirect, in the financial affairs of the  
9 Commission or any of its officers or employees. The report of audit shall be prepared in  
10 accordance with generally accepted auditing principles and shall be distributed in the same  
11 manner provided by Section 35. Members, employees, agents, and contractors of the  
12 Commission shall provide access to information necessary or desirable for the conduct of the  
13 annual audit.

14     **D.     Financing**

15           40.     The Commission's operations shall be funded, independently of WMATA, by the  
16 Signatory jurisdictions and, when available, by federal funds. The Commission does not have  
17 authority to levy taxes.

18           41.     The Signatories shall unanimously agree on adequate funding levels for the  
19 Commission and make equal contributions of such funding, subject to annual appropriation, to  
20 cover the portion of Commission operations not funded by federal funds.

21           42.     The Commission may borrow up to five percent (5%) of its last annual  
22 appropriations budget in anticipation of receipts, or as otherwise set forth in the appropriations  
23 budget approved by all of the Signatories, from any lawful lending institution for any purpose of

1 this Compact, including, without limitation, for administrative expenses. Such loans shall be for  
2 a term not to exceed two years, or at such longer term approved by each Signatory pursuant to its  
3 laws as evidenced by the written authorization by the Mayor of the District of Columbia and the  
4 Governors of Maryland and Virginia, and at such rates of interest as shall be acceptable to the  
5 Commission.

6 43. With respect to the District of Columbia, the commitment or obligation to render  
7 financial assistance to the Commission shall be created, for each fiscal period, by appropriation  
8 or in such other manner, or by such other legislation, as the District of Columbia shall determine,  
9 provided that any commitment must be approved by the Congress of the United States  
10 ("Congress") pursuant to Section 603 of the District of Columbia Home Rule Act, approved  
11 December 24, 1973, 87 Stat. 790, Pub. L. 93-198, D.C. Official Code § 1-206.03 (2012 Repl.).

12 44. Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§  
13 1341, 1342, 1349-1351, and 1511-1519 (2008) (the "Federal ADA"), and D.C. Official Code §§  
14 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code  
15 §§ 47-355.01-355.08 (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to  
16 time, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule  
17 Act, D.C. Official Code § 1-204.46, the District of Columbia cannot obligate itself to any  
18 financial commitment in any present or future year unless the necessary funds to pay that  
19 commitment have been appropriated by Congress and are lawfully available for the purpose  
20 committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this MSC Compact creates an  
21 obligation of the District of Columbia in anticipation of an appropriation by Congress for such  
22 purpose, and the District of Columbia's legal liability for the payment of any amount under this  
23 MSC Compact does not and may not arise or obtain in advance of the lawful availability of

1 appropriated funds for the applicable fiscal year as approved by Congress. If, prior to making  
2 such commitment by or on behalf of the District of Columbia, legislation is enacted by the  
3 Congress granting the governing body of the District of Columbia plenary power to create  
4 obligations, the commitment by the District of Columbia shall be by contract or agreement  
5 between the governing body of the District of Columbia and the Commission to undertake its  
6 role in safety oversight.

7 **E. Tax Exemption**

8 45. The exercise of the powers granted by this MSC Compact shall in all respects be  
9 for the benefit of the people of the District of Columbia, the Commonwealth of Virginia, and the  
10 State of Maryland and for the increase of their safety, commerce, and prosperity, and as the  
11 activities associated with this MSC Compact shall constitute the performance of essential  
12 governmental functions, the Commission shall not be required to pay any taxes or assessments  
13 upon the services or any property acquired or used by the Commission under the provisions of  
14 this MSC Compact or upon the income therefrom, and shall at all times be free from taxation  
15 within the District of Columbia, the Commonwealth of Virginia, and the State of Maryland.

16 **F. Reconsideration of Commission Orders**

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

19 47. Consistent with Section 16, the filing of a petition for reconsideration shall not act  
20 as a stay upon the execution of a Commission order, or any part of it, unless the Commission  
21 orders otherwise. WMATA may appeal any adverse action on a petition for reconsideration as  
22 set forth in Section 46.

23 **G. Judicial Matters**

1           48.     The United States District Courts for the Eastern District of Virginia, Alexandria  
2     Division, the United States District Courts for the District of Maryland, Southern Division, and  
3     the United States District Courts for the District of Columbia shall have exclusive and original  
4     jurisdiction of all actions brought by or against the Commission and to enforce subpoenas under  
5     this MSC Compact.

6           49.     The commencement of a judicial proceeding shall not operate as a stay of a  
7     Commission order unless specifically ordered by the court.

8     **H.     Liability and Indemnification**

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

16          51.     The Commission shall be liable for its contracts and for its torts and those of its  
17    Members, Alternate Members, officers, agents, employees, and representatives committed in the  
18    conduct of any proprietary function, in accordance with the law of the applicable Signatory  
19    (including, without limitation, rules on conflict of laws) but shall not be liable for any torts  
20    occurring in the performance of a governmental function. The exclusive remedy for such breach  
21    of contract or tort for which the Commission shall be liable, as herein provided, shall be by suit  
22    against the Commission. Nothing contained in this MSC Compact shall be construed as a waiver



1 by the District of Columbia, the Commonwealth of Virginia, or the State of Maryland of any  
2 immunity from suit.

3 **I. Commitment of Parties**

4 52. Each of the Signatories pledges to each other faithful cooperation in providing  
5 safety oversight for the WMATA Rail System, and, to affect such purposes, agrees to consider in  
6 good faith and request any necessary legislation to achieve the objectives of this MSC Compact.

7 **J. Amendments and Supplements**

8 53. Amendments and supplements to this MSC Compact shall be adopted by  
9 legislative action of each of the Signatories and the consent of Congress. When one Signatory  
10 adopts an amendment or supplement to an existing section of this MSC Compact, that  
11 amendment or supplement shall not be immediately effective, and the previously enacted  
12 provision or provisions shall remain in effect in each jurisdiction until the amendment or  
13 supplement is approved by the other Signatories and is consented to by Congress.

14 **K. Withdrawal and Termination**

15 54. Any Signatory may withdraw from this MSC Compact, which action shall  
16 constitute a termination of this MSC Compact.

17 55. Withdrawal from this MSC Compact shall be by a Signatory's repeal of this MSC  
18 Compact from its laws, but such repeal shall not take effect until two years after the effective  
19 date of the repealed statute and written notice of the withdrawal being given by the withdrawing  
20 Signatory to the governors or mayors, as appropriate, of the other Signatories.

21 56. Prior to termination of this MSC Compact, the Commission shall provide each  
22 Signatory:

23 (a) a mechanism for concluding the operations of the Commission;

1           (b)     a proposal to maintain state safety oversight of the WMATA Rail System  
2 in compliance with applicable federal law;

3           (c)     a plan to hold surplus funds in a trust for a successor regulatory entity for  
4 four years after the termination of this MSC Compact; and

5           (d)     a plan to return any surplus funds that remain four years after the creation  
6 of the trust.

7 **L.     Construction and Severability**

8           57.     This MSC Compact shall be liberally construed to effectuate the purposes for  
9 which it is created.

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

18 **M.     Adoption; Effective Date**

19          59.     This MSC Compact shall be adopted by the Signatories in the manner provided  
20 by law therefore and shall be signed and sealed in four duplicate original copies. One such copy  
21 shall be filed with the Secretary of State of the State of Maryland, the Secretary of the  
22 Commonwealth of Virginia, and the Secretary of the District of Columbia in accordance with the  
23 laws of each jurisdiction. One copy shall be filed and retained in the archives of the Commission

1 upon its organization. This MSC Compact shall become effective upon the enactment of  
2 concurring legislation by the District of Columbia, the Commonwealth of Virginia, and the State  
3 of Maryland, and consent thereto by Congress and when all other acts or actions have been  
4 taken, including, without limitation, the signing and execution of this MSC Compact by the  
5 Governors of Maryland and Virginia and the Mayor of the District of Columbia.

6 **N. Conflict of Laws**

7 60. Any conflict between any authority granted herein, or the exercise of such  
8 authority, and the provisions of the WMATA Compact shall be resolved in favor of the exercise  
9 of such authority by the Commission.

10 61. All other general or special laws inconsistent with this MSC Compact are hereby  
11 declared to be inapplicable to the Commission or its activities.