

Metrorail Safety Commission Compact – July 1, 2016

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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 “Metrorail Safety Commission Interstate Compact Establishment Act of 2016”.

PREAMBLE

WHEREAS, the Washington Metropolitan Area Transit Authority, a partnership between the District of Columbia, the Commonwealth of Virginia, and the State of Maryland, provides transportation services to millions of people each year and the safety of its system 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 want to create a Metrorail Safety Commission to act as the state safety oversight

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1 authority for the Washington Metropolitan Area Transit Authority system under 49 U.S.C. 5329;
2 and

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

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ARTICLE I

8

DEFINITIONS

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

13 (a) “Alternate Member” means an alternate member of the Board.

14 (b) “Board” means the board of directors of the Commission;

15 (c) “Commission” means the Washington Metrorail Safety Commission;

16 (d) “Member” means a member of the Board;

17 (e) “MSC Compact” means the Metrorail Safety Commission Interstate

18 Compact created by this act.

19 (f) “Public Transportation Agency Safety Plan” means the comprehensive
20 agency safety plan for a rail transit agency required by 49 U.S.C. 5329;

21 (g) “Public Transportation Safety Certification Training Program” means the
22 federal certification training program for federal and state employees, or other designated personnel,
23 who conduct safety audits and examinations of public transportation systems, and employees of

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1 public transportation agencies directly responsible for safety oversight as established and amended
2 from time and time by applicable federal laws and regulations;

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

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

9 (j) “State”, “state”, “Jurisdiction”, or “jurisdiction” includes the District of
10 Columbia, the State of Maryland, and the Commonwealth of Virginia;

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

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

16 (m) “WMATA Rail System” means the rail fixed guideway public transportation
17 system and all other real and personal property owned, leased, operated, or otherwise used by
18 WMATA rail services and shall include Metrorail capital projects under design or construction by
19 owners other than WMATA including, without limitation, the Dulles Corridor Metrorail Project
20 managed by the Metropolitan Washington Airports Authority.

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ARTICLE II

23

PURPOSE AND FUNCTIONS

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1 2. The signatories to the WMATA Compact hereby adopt this MSC Compact
2 pursuant to 49 U.S.C. 5329. The Commission created hereunder shall have safety regulatory and
3 enforcement authority over the WMATA Rail System and shall act as the state safety oversight
4 authority for WMATA. WMATA shall be subject to the Commission’s rules, regulations,
5 actions, and orders.

6 3. The purpose of this MSC Compact is to create a state safety oversight authority for
7 the WMATA Rail System, pursuant to the mandate of federal law, as a common agency of each
8 Signatory, empowered in the manner hereinafter set forth to review, approve, oversee, and enforce
9 the safety of the WMATA Rail System, including, without limitation, to: (i) have safety oversight
10 responsibility over the WMATA Rail System; (ii) develop and adopt a written state safety oversight
11 program standard; (iii) review and approve the WMATA Public Transportation Agency Safety
12 Plan; (iv) investigate Hazards, Incidents and Accidents on the WMATA Rail System; (v) review,
13 approve, and enforce Corrective Action Plans; (vi) and meet other requirements of federal and State
14 law relating to safety oversight of the WMATA Rail System.

15 16 **ARTICLE III**

17 **ESTABLISHMENT AND ORGANIZATION**

18 **A. Washington Metrorail Safety Commission**

19 4. There is hereby created a Washington Metrorail Safety Commission, also referred
20 to herein as the Commission, as an instrumentality of each Signatory, which shall be a public body
21 corporate and politic, and which shall have the powers and duties set forth in this MSC Compact
22 and such additional powers and duties as may be conferred upon it pursuant to law.

23 5. The Commission shall be financially and legally independent from WMATA.

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B. Board Membership

6. The Commission shall be governed by a Board of six Members appointed as follows:

- (a) two Members shall be appointed by the Governor of Virginia;
- (b) two Members shall be appointed by the Governor of Maryland; and
- (c) two Members shall be appointed by the Mayor of the District of Columbia.

7. The Governor of Virginia, Governor of Maryland, and Mayor of District of Columbia shall each also appoint one Alternate Member.

8. The Alternate Member shall participate and take action as a Member only in the absence of one or both Members from the same jurisdiction as the Alternate Member’s appointing jurisdiction and, in such instances, shall cast a single vote.

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

10. No Member or Alternate Member shall simultaneously hold other elective or appointive public office.

11. Each Member and Alternate Member shall serve a four-year term; except that, each Signatory shall make its initial appointments as follows:

- (a) one Member shall be appointed for a four-year term;
- (b) one Member shall be appointed for a two-year term; and
- (c) the Alternate Member shall be appointed for a three-year term.

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

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1 13. Members and Alternate Members shall be entitled to reimbursement for
2 reasonable and necessary expenses and shall be compensated for each day spent on the business
3 of the Commission at a per diem rate of \$200 per day, or as may be adjusted by appropriations
4 approved by all of the Signatories.

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

8

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

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

13 16. Commission action shall become effective upon enactment unless otherwise
14 provided for by the Commission.

15

16 **D. Oath of Office**

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

20 "I, _____, hereby solemnly swear (or affirm) that I will support and defend the
21 Constitution and the laws of the United States as a Member (or Alternate Member) of the
22 Board of the Washington Metrorail Safety Commission and will faithfully discharge the
23 duties of the office upon which I am about to enter."

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E. Organization and Procedure

18. The Board shall provide for its own organization and procedure. Meetings of the Board shall be held as frequently as the Board determines. The Board shall keep minutes of its meetings and establish rules and regulations governing its transactions and internal affairs, including, without limitation, policies regarding records retention that are not in conflict with applicable federal law.

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

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

21. Meetings of the Board shall be open to the public unless closed pursuant to adopted Board policy, and Commission documents shall be available to the public unless deemed confidential pursuant to adopted Commission policy. The Commission shall adopt open meeting and freedom of information policies based on the principles of transparency and public access contained in the Federal Freedom of Information Act, codified at 5 USC 552(a)-(c) and, therefore, shall not be subject to the sometimes conflicting open meeting and freedom of information laws of any individual Signatory.

22. Reports of investigations or inquiries adopted by the Board shall be made publicly available. The Commission shall develop appropriate policies to protect the integrity of its investigations and the security of the WMATA Rail System. The Commission’s policy shall ensure that the Mayor of the District of Columbia and the Governors of Maryland and Virginia and their designees have prompt and full access to any and all records held by the Commission.

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1 Investigative reports prepared pursuant to 49 C.F.R. 674 shall not be admitted as evidence or
2 used in a civil action for damages resulting from a matter mentioned in the report.

3 23. The Commission shall adopt a policy on conflict of interest, which shall be
4 consistent with the regulations issued under 49 USC 5329, as they may be revised from time to
5 time, which, among other things, places appropriate separation between Members, officers,
6 employees, contractors and agents of the Commission and WMATA.

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

10

11 **F. Officers and Employees**

12 25. The Board shall elect a Chairman and a Vice Chairman from among its Members
13 for a two year term and shall elect, or appoint from Commission staff, a Secretary and Treasurer,
14 and prescribe their powers and duties.

15 26. The Board shall appoint and fix the compensation and benefits of a chief
16 executive officer who shall be the chief administrative officer of the Commission and who shall
17 have a background in transportation safety and one or more industry recognized transportation
18 safety certifications.

19 27. Consistent with 49 USC 5329, as amended, the Commission may employ, under
20 the direction of the chief executive officer, such other technical, legal, clerical, and other
21 employees on a regular, part-time, or as-needed basis as in its judgment may be necessary or
22 desirable for the discharge of its duties.

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1 28. The Commission shall not be bound by any statute or regulation of any Signatory
2 in the employment or discharge of any officer or employee of the Commission.

3 29. The Board may fix and provide policies for the qualification, appointment,
4 removal, term, tenure, compensation, pension, and retirement rights of its employees and may
5 establish, in its discretion, a personnel system based on merit and fitness and, subject to
6 eligibility, participate in the pension and retirement plans of any Signatory, or political
7 subdivision or agency thereof.

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9 **ARTICLE IV**

10 **POWERS**

11 **A. Safety Oversight Powers**

12 30. In carrying out its purposes, the Commission, through its Board or designated
13 employees or agents, shall, consistent with 49 U.S.C. 5329, as amended, and any federal
14 regulations promulgated thereunder:

15 (a) adopt, revise and distribute a written State Safety Oversight Program;

16 (b) review, approve, oversee, and enforce the adoption and implementation of
17 the WMATA Public Transportation Agency Safety Plan;

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

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

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1 (e) audit every three years the compliance of WMATA with the Public
2 Transportation Agency Safety Plan or conduct such an audit on an ongoing basis over a three-
3 year time frame.

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

6 (a) conduct, or cause to be conducted, inspections, investigations,
7 examinations, and testing of the property, equipment, facilities, rolling stock, and operations of
8 the WMATA Rail System, including, without limitation, electronic information and databases;

9 (b) enter upon the WMATA Rail System and, upon reasonable notice and a
10 finding by the Chief Executive Officer that a need exists, upon any lands, waters, and premises
11 adjacent to the WMATA Rail System for the purpose of making inspections, investigations,
12 examinations and testing as the Commission may deem necessary to carry out the purposes of
13 this MSC Compact, and such entry shall not be deemed a trespass. The Commission shall make
14 reasonable reimbursement for any actual damage resulting to any such adjacent lands, waters,
15 and premises as a result of such activities;

16 (c) compel compliance by WMATA with any Corrective Action Plan or order
17 of the Commission by such means as the Commission deems appropriate, including, but not
18 limited to:

19 (1) issuing subpoenas;

20 (2) taking legal action in a court of competent jurisdiction;

21 (3) issuing citations or fines;

22 (4) directing WMATA to prioritize spending on safety-critical items;

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1 (5) remove a specific vehicle, infrastructure element, or Hazard from
2 the WMATA Rail System; and

3 (6) restricting, suspending or prohibiting rail service, with appropriate
4 notice, on all or part of the WMATA Rail System; and

5 (d) direct WMATA to suspend or disqualify from performing in a Safety
6 Sensitive Position an individual who has violated safety rules, regulations, policies, or laws in a
7 manner that the Commission determines make that individual unfit for the performance in such a
8 position; and

9 (e) take such other actions as the Commission may deem appropriate
10 consistent with its purposes and powers.

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

13

14 **B. General Powers**

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

16 (a) sue and be sued;

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

19 (c) create and abolish offices, employments, and positions (other than those
20 specifically provided for in this MSC Compact) as it deems necessary or desirable for the
21 purposes of the Commission;

22 (d) determine a staffing level for the Commission that is commensurate with
23 the size and complexity of the WMATA Rail System, and require that employees and other

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1 designated personnel of the Commission, who are responsible for safety oversight, be qualified
2 to perform such functions through appropriate training, including, without limitation, successful
3 completion of the Public Transportation Safety Certification Training Program;

4 (e) contract for or employ consulting attorneys, inspectors, engineers, and
5 such other experts as may be deemed necessary or desirable and within the limitations prescribed
6 in this MSC Compact, prescribe their powers and duties, and fix their compensation;

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

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

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

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

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

18 (k) do all acts and things necessary or desirable to the performance of its
19 duties and the execution of its powers under this MSC Compact.

20 34. Consistent with Section 24 of this MSC Compact, the Commission shall
21 promulgate rules and regulations to carry out the purposes of this MSC Compact.

22

ARTICLE V

GENERAL PROVISIONS

A. Annual Safety Report

35. The Commission shall make and publish annually a status report on the safety of the WMATA Rail System. A copy of each such report shall be provided to the Administrator of the Federal Transit Administration, the Governor of Virginia, the Governor of Maryland, the Mayor of the District of Columbia, and the General Manager and each member of the board of directors of WMATA.

36. The Commission may prepare, publish, and distribute such other safety reports as it may deem necessary or desirable.

B. Annual Report of Operations

37. The Commission shall make and publish an annual report on its programs, operations, and finances, which shall be distributed in the same manner provided by Section 35 of this MSC Compact for the annual safety report.

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

C. Annual Independent Audit

39. An independent annual audit shall be made of the financial accounts of the Commission. The audit shall be made by qualified certified public accountants selected by the Board, who shall have no personal interest, direct or indirect, in the financial affairs of the Commission or any of its officers or employees. The report of audit shall be prepared in

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1 accordance with generally accepted auditing principles and shall be distributed in the same
2 manner provided by Section 35 of this MSC Compact for the annual safety report. Members,
3 employees, agents and contractors of the Commission shall provide access to information
4 necessary or desirable for the conduct of the annual audit.

5 6 **D. Financing**

7 40. Commission operations shall be funded, independently of WMATA, by the
8 Signatory jurisdictions and, when available, by federal funds.

9 41. The Signatory jurisdictions shall unanimously agree on adequate funding levels
10 for the Commission and make equal contributions of such funding, subject to annual
11 appropriation, to cover the portion of Commission operations not funded by federal funds.

12 42. The Commission may borrow, in anticipation of receipts, from any lawful lending
13 institution for any purpose of this Compact, including administrative expenses. Such loans shall
14 be for a term not to exceed two years, or such longer term approved by each jurisdiction pursuant
15 to their laws as evidenced by the written authorization of the Mayor of the District of Columbia
16 and the Governors of Maryland and Virginia, and at such rates of interest as shall be acceptable
17 to the Commission.

18 43 With respect to the District of Columbia, the commitment or obligation to render
19 financial assistance to the Commission shall be created, for each fiscal period, by appropriation
20 or in such other manner, or by such other legislation, as the District shall determine, provided
21 that any commitment must be approved by the federal government pursuant to section 603 of the
22 District of Columbia Home Rule Act, approved December 24, 1973, 87 Stat. 790, Pub. L. 93-
23 198, D.C. Official Code § 1-206.03 (2012 Repl.).

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1 44. Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§
2 1341, 1342, 1349-1351 1511-1519 (2008) (the "Federal ADA"), and D.C. Official Code §§ 1-
3 206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§
4 47-355.01 - 355.08 (the "D.C. ADA" and (i) and (ii) collectively, as amended from time to time,
5 the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act,
6 D.C. Official Code § 1-204.46, the District cannot obligate itself to any financial commitment in
7 any present or future year unless the necessary funds to pay that commitment have been
8 appropriated by the Congress of the United States (the "Congress") and are lawfully available for
9 the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this MSC
10 Compact creates an obligation of the District in anticipation of an appropriation by Congress for
11 such purpose, and the District's legal liability for the payment of any amount under this MSC
12 Compact does not and may not arise or obtain in advance of the lawful availability of
13 appropriated funds for the applicable fiscal year as approved by Congress.

14 If, prior to making such commitment by or on behalf of the District of Columbia, legislation is
15 enacted by the Congress granting the governing body of the District of Columbia plenary power
16 to create obligations, the commitment by the District of Columbia shall be by contract or
17 agreement between the governing body of the District of Columbia and the Commission to
18 undertake its role in safety oversight.

19 **E. Tax Exemption**

20 45. The exercise of the powers granted by this MSC Compact shall in all respects be
21 for the benefit of the people of the District of Columbia, Commonwealth of Virginia, and State
22 of Maryland and for the increase of their safety, commerce, and prosperity, and as the activities
23 associated with this MSC Compact shall constitute the performance of essential governmental

1 functions, the Commission shall not be required to pay any taxes or assessments upon the
2 services or any property acquired or used by the Commission under the provisions of this MSC
3 Compact or upon the income therefrom, and shall at all times be free from taxation within the
4 District of Columbia, Commonwealth of Virginia, and State of Maryland.

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6 **F. Reconsideration of Commission Orders**

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

9 47. Consistent with Section 16, the filing of a petition for reconsideration shall not act
10 as a stay upon the execution of a Commission order, or any part of it, unless the Commission
11 orders otherwise.

12
13 **G. Judicial Matters**

14 48. The United States District Courts for the Eastern District of Virginia, Alexandria
15 Division, United States District Courts for Maryland, Southern Division, and United States
16 District Courts for District of Columbia shall have exclusive and original jurisdiction of all
17 actions brought by or against the Commission and to enforce subpoenas under this MSC
18 Compact.

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

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22 **H. Liability and Indemnification**

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

8 51. The Commission shall be liable for its contracts and for its torts and those of its
9 Members, Alternate Members, officers, agents, employees, and representatives committed in the
10 conduct of any proprietary function, in accordance with the law of the applicable Signatory
11 (including, without limitation, rules on conflict of laws) but shall not be liable for any torts
12 occurring in the performance of a governmental function. The exclusive remedy for such breach
13 of contract or tort for which the Commission shall be liable, as herein provided, shall be by suit
14 against the Commission. Nothing contained in this MSC Compact shall be construed as a waiver
15 by the District of Columbia, Maryland, or Virginia of any immunity from suit.

16

17 **I. Commitment of Parties**

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

21

22 **J. Amendments and Supplements**

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

7

8 **K. Withdrawal and Termination**

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

11 55. Withdrawal from this MSC Compact shall be by the enactment of a statute
12 repealing the statute that enacted this MSC Compact into law, but the repeal shall not take effect
13 until one year after the effective date of such statute and until written notice of the withdrawal
14 has been given by the withdrawing State to the executive of each other member jurisdiction. In
15 the event of a withdrawal of one of the Signatories from the WMATA Compact, this MSC
16 Compact shall be terminated as of the same date.

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

- 19 (a) a mechanism for concluding the operations of the Commission;
20 (b) a proposal to maintain state safety oversight of the WMATA Rail System;

21 and

1 (c) a plan to return surplus funds that may exist upon the termination of this
2 MSC Compact after the payment of, and the reservation of funds for payment of, all of its debts
3 and obligations.

4

5 **L. Construction and Severability**

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

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

16

17 **M. Adoption; Effective Date**

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

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1 concurring legislation by the District of Columbia, Maryland, and Virginia, and consent thereto
2 by the Congress of the United States and when all other acts or actions have been taken,
3 including, without limitation, the signing and execution of this MSC Compact by the Governors
4 of Maryland and Virginia and the Mayor of the District of Columbia.

5

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.

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