

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

AGENDA

BOARD MEETING

9:30 A.M., MONDAY, August 5, 2024

FOLSOM CITY HALL, COUNCIL CHAMBERS

50 NATOMA STREET, FOLSOM, CALIFORNIA

1. CALL TO ORDER

2. ROLL CALL Directors Sarah Aquino (Alternate: Anna Rohrbough), John Hidahl (Alternate: George Turnboo), Pat Hume (Alternate: Sue Frost), Linda Budge (Alternate: Pat Hume), and David Sander (Alternate: Linda Budge)

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT*

5. CONSENT

- a. Approve Minutes for Regular Meeting of May 13, 2024
- b. Quarterly Budget Update

6. NEW BUSINESS

- a. Resolutions: Honoring former CEO, Brett Bollinger, and appoint Brett Bolinger to Deputy Chief Executive Officer
- b. Update and Comments: Regarding the Excursion License Agreement for Placerville Sacramento Valley Railroad.
- c. Information: Presentation from Parker Development on Trail Connectivity
- d. Discussion: Master Plan Request for Proposal Discussion
- e. Information and Direction: Rancho Cordova joining the SPTC-JPA
- f. Information: CEO/Member Agency Staff Reports
 - i. CEO
 - ii. City of Folsom
 - iii. El Dorado County

- iv. Sacramento County
- v. Sacramento Regional Transit

7. DIRECTORS' COMMENTS

6. NEXT MEETING: November 4, 2024

7. ADJOURNMENT

***NOTE TO CITIZEN PARTICIPANTS**

It is the policy of the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority to encourage citizen participation in the meetings of the Board of Directors. At each open meeting members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. However, in order that the business scheduled for consideration at such meetings may be disposed of in an orderly manner, citizens wishing to address the Board on matters, not on the agenda, whose presentations may be lengthy or in the nature of request for action of some kind on the part of the Board, are requested to first discuss matters with the Chair or his/her designee. If an appearance before the Board is desired after such consultation, the subject matter may be calendared as an agenda item for a date and time convenient to the parties concerned.

The meeting is accessible to the disabled. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the SPT-JPA's CEO, Vickie Sanders, by telephone at (530) or email at vmsanders61@gmail.com. Requests must be made as early as possible and at least two full business days before the start of the meeting.

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

Call to Order: The meeting was called to order at 9:30 a.m.

Roll Call: Present: Directors Aquino, Hidahl, Hume, Sander (left at 9:55 a.m.) and Budge (arrived at 9:40 a.m.)
Absent: Hume

Public Comment: Public comment was made by Bruce Cunha and Jim Harville.

Consent

Items 5a, 5b, & 5c: Approval of Minutes, Meeting Schedule, and Quarterly Financial Report

A motion was made by Director Sander, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS WITH THE FOLLOWING CORRECTIONS:

- a. Approve Minutes for Regular Meeting of March 11, 2024. The following two spelling errors are to be corrected: Kris Payne's and Bruce Cunha's names.
- b. Meeting Schedule. The February and May meeting dates say 2024 and must be edited to 2025.
- c. Quarterly Financial Report

New Business

Items 6a: Operating Budget

Discussion included a future increase in member agency contributions from \$27,500 to \$40,000 and the possibility of Rancho Cordova joining as a member agency. A motion was made by Director Hidahl, seconded by Director Budge, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEM:

- Resolution No. 2024-05-02: Approving the Fiscal Year 2024/25 Operating Budget

Item 6b: Bridge and Culvert Inspection Report Discussion

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

A report was presented by Brett Bollinger, CEO, and Tim Osterkamp, from Dokken Engineering. Public comments were made by Jim Harville, Don Rose, and Kris Payne. Director Hidahl summarized that these inspections are a good first step toward a Master Plan for the Corridor.

Item 6c: Information: Natural Trail Update

Brett Bollinger and Don Rose presented the staff report. Don Rose announced he is retiring, and volunteers are needed to replace him. Public comments were made by Kris Payne and Ginny McCormick.

Item 6d: Approve CEO Appointment and Contract for CEO Services to Transition the CEO from Brett Bollinger to Vickie Sanders

DeeAnne Gillick, Legal Counsel, explained that the contract would need to be approved for one year because not all four member agencies were in attendance. The contract will be revised before signing to be from July 1, 2024, to June 30, 2025. Public Comments were made by Kris Payne and Jim Harville. A motion was made by Director Budge, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEM:

- Resolution No. 2024-05-03: Appointing Vickie Sanders Sacramento-Placerville Transportation Corridor Joint Powers Authority CEO and Approving Contract for CEO services

Item 6e: Information: CEO/Member Agency Staff Reports. The following staff members reported on activity along their respective sections of the corridor.

- i. Brett Bollinger, CEO/City of Folsom: Provided an update on the PSVRR License agreement. This is a planned item for the August SPTC-JPA Meeting. Public comments were made by Don Rose, Greg Hampton, and Kris Payne.
- ii. Mary Cory and Jennifer Franich, El Dorado County: The cost of the chemicals for El Dorado County's weed abatement program along the corridor has gone up. They remarked that the bridge and culvert inspections have been beneficial to their efforts. They requested that historic culverts be repaired and not replaced. Jennifer Franich gave an update on the Latrobe Washout.
- iii. Matt Darrow, Sacramento County: Matt had no updates

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

- iv. Michael Cormiae, Sacramento Regional Transit: Work on the Folsom double track section continues and should be finalized in late July.

Directors Comments

The Board asked that the composition of the Board, including the addition of Rancho Cordova as a member agency, be a future agenda item.

The next meeting will be the Regular Board Meeting on August 5, 2024.

The meeting was adjourned at 10:48 a.m.

I hereby certify that the Board of Directors approved the foregoing minutes at its Board Meeting on May 13, 2024.

Jennifer Thiot
Jennifer Thiot, Board Secretary

STAFF REPORT

Board Meeting Date: August 5, 2024

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INFORMATION: Quarterly Budget Update for the Fourth Quarter of Fiscal Year 2023/24

AGENDA ITEM NO. 5b

DISCUSSION:

It has been recommended that staff include a quarterly update of the JPA budget in each Board agenda. The Board Secretary has prepared the following summary covering the fourth quarter (April through June) of Fiscal Year 2023/24.

SPTC-JPA Budget Reconciliation Fiscal Year 2023/24

Starting JPA “Bank Account” for FY 23/24:	\$353,110.69
• Operating Budget Expenses (through Q4):	\$ 90,009.50
• Capital Program Budget Expenses (through Q4):	\$152,797.30
• Annual Contributions 23/24:	\$110,000.00
• Interest Earned 23/24:	<u>\$ 8,184.00</u>
• “Bank Account” for 23/24 (as of 06/30/24)	\$228,487.89

OPERATING BUDGET

OPERATING BUDGET/ LINE ITEM	ADOPTED FY 2023/24 BUDGET	EXPENDED 4th QUARTER FY 2023/24 (Apr-Jun)	EXPENDED YEAR TO DATE FY 2023/24	REMAINING FY2023/24 BUDGET
1. Administrative	\$50,000.00	\$25,346.47	\$43,925.41	\$6,074.59
2. Legal	\$17,000.00	\$4,975.80	\$17,000	\$0
3. Audit Fees	\$9,000.00	\$0	\$2,000.00	\$7,000.00
4. Accounting	\$6,000.00	\$5,650.00	\$6,000.00	\$0
5. Maintenance	\$12,000.00	\$0	\$12,000.00	\$0
6. Insurance	\$10,000.00	\$0	\$1,567.32	\$8,432.68
7. Contingency*	\$6,000.00	\$7,145.01	\$7,516.77	(\$1,516.77)
TOTAL	\$110,000.00	\$43,117.28	\$90,009.50	\$19,990.50

*Accounting, maintenance and legal expenditures over adopted FY 23/24 budget

CAPITAL PROGRAM BUDGET

Bridge and Culvert Inspections	
Trackage & Bridge Structure Inspection, Dokken:	\$129,680.00
Expended:	<u>\$128,040.00</u>
Program Budget Remaining:	\$ 1,640.00
Nature Trail Project	
Nature Trail Supplies:	\$ 10,000.00
Expended:	\$ 0.00
Nature Trail Environmental Surveys, Helix:	\$ 66,035.00
Expended:	<u>\$ 24,757.30</u>
Program Budget Remaining:	\$ 41,277.70
Total Expended Capital Program Budget in FY23/24:	\$152,797.30

BOARD ACTION:

Information only; no Board action is required.

STAFF REPORT

Board Meeting Date: August 5, 2024

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**RESOLUTIONS: HONORING BRETT BOLLINGER'S
SERVICE AND APPOINTING HIM AS SPTC-JPA
DEPUTY CHIEF EXECUTIVE OFFICER (CEO)**

**AGENDA ITEM
NO. 6a**

DISCUSSION:

Mr. Bollinger has been serving as CEO since May of 2022. We would like to honor him for his service as CEO and providing leadership at a critical time. His leadership accomplished the Board's direction by completing the Bridge and Culvert Study, which provided important information for the Board and member jurisdictions.

Based on Mr. Bollinger's history, I ask that this board consider approving his appointment as Deputy CEO.

BOARD ACTION:

Approve Resolution 2024-08-04 honoring Mr. Brett Bollinger for his service, and Resolution 2024-08-05 to appoint Mr. Brett Bollinger as CEO of the SPTC JPA.

Resolution No. 2024-08-04

Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:

August 5, 2024

**HONORING BRETT BOLLINGER
ON HIS RESIGNATION AS CEO FROM THE SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY (SPTC-JPA)**

WHEREAS, in his capacity as Senior Trails Planner for the City of Folsom, Brett Bollinger has faithfully served the SPTC-JPA, first as the staff representative for the City of Folsom, then as Chief Executive Officer from May 2022 to June 2024; and

WHEREAS, under his stewardship, the Placerville Branch railroad right-of-way, now known as the Sacramento-Placerville Transportation Corridor (SPTC) has been preserved as an historical, cultural, and recreational resource, as well as a resource for transportation in the local region;

NOW, THEREFORE, the Board of Directors of the Sacramento-Placerville Transportation Corridor JPA hereby commends and thanks Brett Bollinger for his outstanding service to the community

Passed and Adopted by the Board of the SPTC-JPA this 5th day of August, 2024.

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

Resolution No. 2024-08-05

**Adopted by the Board of Directors of the Sacramento-Placerville Transportation
Corridor Joint Powers Authority (SPTC-JPA) on the date of:**

August 5, 2024

**APPOINTING BRETT BOLLINGER AS
SPTC-JPA DEPUTY CHIEF OPERATING OFFICER**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SPTC-JPA AS
FOLLOWS:

THAT, Brett Bollinger is hereby appointed as Deputy Chief Executive Officer of
the SPTC-JPA

THAT, the Chief Executive Officer is hereby authorized to reimburse the City of
Folsom for any billable time accrued by Mr. Bollinger during normal business hours
acting in his capacity as Deputy CEO according to the terms of the Executive Officers
Reimbursement Agreement executed April 24, 2017.

Passed and Adopted by the Board of the SPTC-JPA this 5th day of August 2024.

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

STAFF REPORT

Board Meeting Date: August 5, 2024

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Update and Comments: Renewal of P&SVRR License Agreement

**AGENDA ITEM
NO. 6b**

DISCUSSION:

Staff met with Jim Harville, President of PSVRR on July 16th to discuss the License Agreement. We have agreed on the body of the agreement, and staff's recommendation for Exhibits A and B are attached. PSVRR's proposal for Exhibits A and B are different than staff's recommendations.

PSVRR has requested additional time to discuss their proposal with El Dorado County and with Sacramento County. Staff will amend Exhibits A & B based on those discussions.

We will bring this License Agreement to the Board once we have resolved these two exhibits.

BACKGROUND:

Since 2013, the Placerville & Sacramento Valley Railroad (P&SVRR) has conducted excursion rail operations on the Placerville Branch rail line under five-year license agreements issued by the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA). The most recent license agreement expired in December 2023 and has not yet been renewed.

At the Folsom City Council meeting on January 23, 2024, the Council voted in favor of continuing PSVRR's Excursion Rail License Agreement from the Hampton Inn, just north of Highway 50, to the Sacramento/El Dorado County line. The Council also recommended to the SPTC-JPA Board to move from a five -year to a seven-year excursion rail license agreement, or until the Capital Southeast Connector is under construction.

SPTC-JPA Staff is prepared to negotiate a new seven-year License Agreement with P&SVRR. However, there are several issues that need to be resolved before excursion rail operations can begin again:

- In April 2021, the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC) conducted an inspection of the trackage and ballast and found certain deficiencies in the area in which excursion rail operations were

conducted. The SPTC-JPA suspended excursion rail operations at that time, pending resolution of the deficiencies. SPTC-JPA Staff will need written confirmation from the FRA and CPUC that all deficiencies have been corrected prior to the resumption of excursion rail operations.

- In addition to the existing at-grade crossing at White Rock Road, there are several new street crossings that have been added between the Hampton Inn Station and the County line. SPTC-JPA staff will need written confirmation from the CPUC that all crossings in the proposed operating area have either (a) had CPUC-approved crossing protection installed, or (b) the CPUC has approved alternative plans for protection of the crossings during excursion operations.

Finally, the Capital Southeast Connector JPA (Connector JPA) is still working on the funding, design, and construction of the realigned crossing at White Rock Road. At present, it seems unlikely that the Connector JPA will obtain funding for a grade-separated crossing, and SPTC-JPA Staff is informed that the CPUC will not approve an at-grade crossing for the realigned White Rock Road. Consequently, JPA Staff recommends that the renewed License Agreement include a partial termination provision for areas south and east of White Rock Road that will take effect if and when the Connector JPA has received funding for the realigned crossing and is within six months of commencing construction.

Once the renewed License Agreement has been negotiated, SPTC-JPA Staff will seek approval of the Agreement by the Sacramento County Board of Supervisors, the Folsom City Council, and the SPTC-JPA Board of Directors. If the County of El Dorado determines that the trackage in its jurisdiction is suitable for excursion rail operations, the County may authorize excursion rail operations under the authority of the License Agreement from time to time, as it deems fit.

BOARD ACTION:

No action requested at this time.

**MARKED TO SHOW CHANGES FROM
2018-2023 LICENSE AGREEMENT**

**LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS**

This License Agreement ("Agreement") is made effective as of ~~November 5, 2018~~[_____], 2024, by and between the **Sacramento-Placerville Transportation Corridor Joint Powers Authority**, a California joint powers agency ("JPA"), and the **Placerville and Sacramento Valley Railroad, Inc.**, a California nonprofit public benefit corporation ("**P&SVRR**").

Recitals

- A. ~~The JPA is a public entity formed in 1991 for the purpose of purchasing fifty three (53) miles of the Placerville Branch railroad right-of-way from Sacramento to Placerville, California. The JPA has four (4) member agencies, namely: The County of El Dorado, the City of Folsom, the County of Sacramento, and the Sacramento Regional Transit District.~~
- B. ~~The JPA purchased the Rail Corridor in 1996 and continues to own it for the purpose of preserving it for transportation uses, and coordinating usage and maintenance by the member agencies.~~
- C. On or about January 28, 2008, the JPA issued a Request for Proposal ("**RFP**") to solicit proposals from firms and individuals with experience, knowledge and qualifications necessary to operate an excursion rail service on a portion of the Rail Corridor covering approximately twenty-six (26) miles situated between the "Folsom Wye" (approximately milepost 111) and Shingle Springs Station (approximately milepost 137). The RFP required that the excursion rail service be operated without public subsidy and in such a manner as to preserve the excess width of the Rail Corridor for other potential uses, including natural trails, bicycle trails and equestrian trails.
- ~~D.B.~~ Pursuant to the RFP, on or about May 12, 2008, the JPA's Board of Directors selected ~~P&SVRR's affiliate,~~ the Folsom, El Dorado and Sacramento Historic Railroad Association ("**FEDSHRA**") as the entity with which to negotiate the operation of the excursion rail service.
- ~~E.C.~~ FEDSHRA representatives subsequently incorporated P&SVRR to act as the nonprofit entity responsible to develop and operate excursion rail service on the Rail Corridor and, by its signature below, the JPA hereby approves P&SVRR as the operator of excursion rail service.
- ~~D.F.~~ In January 2013, the P&SVRR and the JPA entered into a renewable license agreement for excursion rail services, with a five-year, renewable term. The operating limits of the license agreement adjusted to remove the El Dorado County section of the SPTC after the

Board of Supervisors voted against the license agreement. [The license agreement was renewed in 2018 and the renewed license expired in 2023.](#)

[EG.](#) The JPA and P&SVRR [desire to continue](#)~~enter~~ into this Agreement to set forth the terms and conditions under which excursion rail service will be operated. The parties therefore agree as follows:

Agreement

1. **Definitions**

- 1.1 The term “FRA” is defined as the United States Federal Railroad Administration or its regulatory successor.
- 1.2 The term “Hazardous Materials” is defined as any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as any hazardous waste, hazardous substance, bio-hazard, medical waste, pollutant, or contaminant under any governmental statute, code, ordinance, regulation, rule, or order, or any amendment thereto, including the Hazardous Material Transportation Act 49 U.S.C. § 5101 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation.
- 1.3 The term “Hazardous Materials Laws” means all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations, and other requirements of any kind applicable to Hazardous Materials.
- 1.4 The terms “include”, “includes”, and “including” are to be read as if they were followed by the phrase “without limitation.”
- 1.5 The term “JPA” is defined in the introductory paragraphs of this Agreement and includes its member agencies, and their respective directors, officers, employees, agents, and all others acting under its or their authority.
- 1.6 The term “License Property” is defined as the portion of the Rail Corridor extending from approximately milepost 111 (Folsom Wye, Folsom, CA) to approximately milepost 119.4 (Sacramento/El Dorado County Line) consisting of all real and personal property within 10 feet of the centerline of any track on the Rail Corridor except where roadways, buildings, or Rail Corridor boundary lines reduce such distance to less than 10 feet, or additional width is necessary for PUC-required clearances, or approved stations, storage/maintenance facilities, siding, or other similar railroad facilities.

- 1.7 The term “Loss” is defined as any loss, damage, claim, demand, action, cause of action, penalty, fine, payment, cost, liability, or expense of whatsoever nature, including court costs and reasonable attorneys’ fees, resulting from or related to: (a) any injury to or death of any person, including officers, agents, and employees of the JPA or P&SVRR; or (b) damage to or loss or destruction of any property, including the Rail Corridor, any adjacent property, and the roadbed, tracks, equipment, other property of the JPA or P&SVRR, and any property in the JPA’s or P&SVRR’s care or custody.
- 1.8 The term “Operating Segment” is defined as any segment of the License Property for which the JPA has given its written approval for Excursion Service operations pursuant to Section 2.1.
- 1.9 The term “Rail Corridor” is defined as the entire width of the Placerville Branch railroad right-of-way between approximately milepost 111 (Folsom Wye, Folsom, CA) and approximately milepost 144.9 (Missouri Flat Road, Diamond Springs, CA), purchased from Southern Pacific Transportation Company by the JPA, including all improvements thereto, whether now existing or hereafter constructed.
- 1.10 The term “Railroad Facilities” is defined as all tracks and other railroad property and fixtures, including rail, ties, switches, ballast, trackbeds, bridges, trestles, retaining walls, culverts, railroad signs, switch mechanisms, signals, grade crossings, active and passive grade crossing warning devices and other appurtenances located on the Rail Corridor.
- 1.11 The term “P&SVRR” is defined in the introductory paragraphs of this Agreement and includes its directors, officers, employees, agents, parents, subsidiaries, affiliates, commonly controlled entities, any other related persons and entities, and all others acting under its or their authority.
- 1.12 The term “Excursion Service” is defined as the transportation of tourists by rail. Excursion Service does not include regularly-scheduled passenger transit or commuter service.

2. **JPA Grants Rights**

- 2.1. Excursion Service. The JPA grants P&SVRR the right to provide Excursion Service on the License Property, subject to the following conditions:
 - 2.1.1. P&SVRR’s ~~proposed~~ shall conduct its operations in accordance with the Excursion ~~Rail~~ Service Operating Plan, ~~is~~ set forth in Exhibit A, attached hereto and incorporated herein.
 - 2.1.2. Operating hours will be limited to weekends and holidays only.
 - 2.1.3. P&SVRR may schedule special events outside of the operating hours defined in Section 2.1.2 and the Operating Segments defined in Exhibit A,

subject to prior written approval of the City of Folsom, County of Sacramento, or County of El Dorado, as applicable.

- 2.1.4. P&SVRR will permit passengers to disembark only at stops approved by the JPA or a member agency in writing, or in the case of emergency.
- 2.1.5. All Excursion Service operations and other activities permitted under this Agreement will be performed in compliance with applicable law. Without limiting the generality of the foregoing, P&SVRR may not, in performing such Excursion Service, exceed the maximum speeds authorized by applicable law for the existing track conditions or transport rail cars exceeding the applicable track and bridge weight limits.
- 2.1.6. P&SVRR will obtain and maintain all permits, licenses or other authorizations required from any municipal, county, state or federal authorities required in connection with the construction, maintenance, or repair of the License Property and the operation of the Excursion Service.
- 2.1.7. The portion of the License Property situated between milepost 111 (Folsom Wye, Folsom, CA) and milepost 116 (Iron Point Road Crossing, Folsom, CA) will be used only for movement of equipment and supplies and not for Excursion Service operations, except for special events authorized in writing by the City of Folsom as noted in Exhibit A attached.
- 2.1.8. P&SVRR will comply with any other operating rules deemed necessary or advisable by the JPA from time to time. In the event of any conflict between operating rules issued by the JPA and operating rules issued by a member agency, the operating rules issued by the member agency shall control.

2.2. Other Third-Party Licenses.

- 2.2.1. Third-Party Licenses. The JPA reserves the right to grant additional licenses over the License Property and the Railroad Facilities, provided that the JPA determines that any such licenses: (a) do not materially compete or conflict with P&SVRR's Excursion Service license to the extent of any regular Excursion Service operations, or special Excursion Service events, set forth in the Excursion ~~Rail~~ Services Operating Plan defined in Exhibit A attached herein, (b) require the licensee to pay a reasonable share of P&SVRR's costs to provide dispatching, and to maintain and repair the portion of the License Property and Railroad Facilities used by the licensee, and (c) require the licensee to (i) provide insurance and (ii) indemnify and hold harmless P&SVRR and the JPA as to any Loss arising out of or related to licensee's operations. The JPA will consult with P&SVRR to determine the cost of dispatching services and a good faith apportionment of maintenance and repair costs for the portion of the License Property and Railroad Facilities used by the licensee.

- 2.2.1.1. P&SVRR will provide dispatching services as necessary to facilitate the activity of any ~~third party~~third-party licensee and to ensure the safety thereof.
- 2.2.1.2. For purposes of Section 2.2.1(a), the term "~~material~~materially compete or conflict" applies only to ~~previously approved~~ Excursion Service operations previously approved hereunder and not to P&SVRR's maintenance or repair activities, the scheduling of which shall be subordinate to events authorized under any third-party license granted by the JPA.
- 2.2.1.3. The JPA or its designee will have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to P&SVRR's costs, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise verifying said costs. P&SVRR will provide the JPA or its designees with any Records requested for this purpose and will permit the JPA or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records. P&SVRR further agrees to maintain such Records for a period of three years. The JPA acknowledges and agrees that these Records constitute P&SVRR's confidential information and will not be disclosed to any third-party without P&SVRR's prior written approval, except as otherwise required by applicable law.
- 2.2.1.4. P&SVRR will reasonably cooperate with any third party holding rights to use the Rail Corridor.
- 2.3. Investigation. P&SVRR hereby acknowledges that (a) it has satisfied itself at the time of this Agreement with respect to the condition of the License Property and Railroad Facilities and their suitability for P&SVRR's intended use; (b) it has made such investigations as it deems necessary with respect to the License Property and Railroad Facilities, as they exist at the time of this Agreement, and assumes responsibility therefor as to its occupancy and use thereof; and (c) neither the JPA nor any of the JPA's agents has made any oral or written representations or warranties with respect to the License Property or Railroad Facilities.
- 2.4. As-Is, Where-Is. P&SVRR will take the License Property in an "as-is, where-is" condition and without any express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or volume or quality of traffic on the License Property, and subject to: (i) encroachments or other existing conditions, (ii) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created, and (iii) the JPA's rights hereunder.

- 2.5. Release. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, the known or unknown, existing or future physical or environmental condition of the License Property and Railroad Facilities (including any Hazardous Materials contamination in, on, under, or adjacent to, the License Property, or any clearance constraints on the License Property), or any federal, state, or local law, ordinance, rule or regulation applicable thereto.
- 2.5.1. P&SVRR hereby grants to JPA, on behalf of any insurer providing property, general liability, or automobile liability insurance to either P&SVRR or JPA with respect to the operations of P&SVRR, a waiver of any right to subrogation which any such insurer of P&SVRR may acquire against JPA by virtue of the payment of any loss under such insurance.
- 2.6. The rights granted by the JPA under this Agreement are subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Rail Corridor and the word “grant” as used herein will not be construed as a covenant against the existence of any thereof.

3. **Limitation and Subordination of Rights Granted**

- 3.1. JPA’s Use of Rail Corridor. The foregoing granted rights are subject and subordinate to the JPA’s prior and continuing right to use and maintain the Rail Corridor for any purpose that is not inconsistent with this Agreement. Without limiting the generality of the foregoing, the JPA may construct, maintain, repair, renew, use, operate, change, modify or relocate public projects of any kind, railroad tracks, signals, communication equipment, fiber optics, pipelines, or other facilities upon, along, or across any or all of the Rail Corridor and License Property, all or any of which the JPA may freely do at any time or times without liability to P&SVRR for compensation or damages; provided, ~~however, that~~ the JPA may does not materially interfere with P&SVRR’s rights and operations under this Agreement. The JPA will, to the extent possible, notify P&SVRR as soon as practicable of any such planned or actual interference and take reasonably practicable measures to minimize any such interference. P&SVRR shall reasonably cooperate with the JPA in implementing the foregoing uses of the Rail Corridor. Notwithstanding the foregoing, the JPA reserves the right to terminate this Agreement pursuant to the provisions of Section 7, below.
- 3.2. JPA’s Inspection Access; Access for Maintenance. The JPA may, as reasonable and as coordinated in advance with P&SVRR, (i) inspect the License Property and the Railroad Facilities, including any rail-yard or maintenance facility used in connection with Excursion Service, and (ii) access the License Property and Railroad Facilities (including access with JPA or third party rail vehicles) as necessary to maintain areas of the Rail Corridor outside of the License Property that are not otherwise reasonably accessible.

3.3. Future At-Grade Crossings; Improvements to Existing Crossings. The parties acknowledge that local governments may desire to create ~~future~~ or improve at-grade public crossings of the License Property. ~~In addition, the parties acknowledge specifically that the Capital Southeast Connector JPA and its member agencies intend to widen White Rock Road and improve its crossing with the Rail Corridor as part of a major regional connector parkway.~~ P&SVRR will, at no cost or expense to itself, cooperate with the efforts of any applicable local governments to secure PUC approval of such crossings; provided, however, that P&SVRR shall be entitled to raise any reasonable safety concerns related to such crossings. P&SVRR will also cooperate with the construction of crossing improvements, as necessary.

4. **Maintenance and Operation of Railroad Facilities**

4.1. Maintenance of License Property and Railroad Facilities.

4.1.1. License Property and Railroad Facilities. P&SVRR, at its expense, will keep the License Property and Railroad Facilities in good repair and in a good and safe condition in conformity with applicable law (including, without limitation, 49 CFR Part 213 – Track Safety Standards), any standard and permits required by the member agencies, and approved operating plans. P&SVRR is not obligated to maintain or repair the Rail Corridor outside of the License Property for other uses or purposes, including without limitation bike trails, hiking trails, or other recreational activities. P&SVRR acknowledges and agrees that areas outside of the License Property are used for other recreational activities and that use of the License Property by P&SVRR will not obstruct or interfere with such recreational use.

4.1.2. Crossings. In addition to the foregoing, for each crossing located within any Operating Segment, P&SVRR will maintain the surface of such crossing in accordance with CPUC General Order No. 72-B. If unsafe conditions or disrepair are noted in any public road crossings, the JPA and its member agencies reserve the right to perform any maintenance or repair they deem necessary within the envelope of P&SVRR's maintenance responsibility set forth in the preceding sentence, ~~and to charge P&SVRR for the cost thereof.~~

4.1.3. Optional Maintenance outside of License Property. P&SVRR may, at its option and only subject to a request ~~from a~~ approved by the applicable member agency, enter portions of the Rail Corridor outside the License Property that is located within the requesting member agency's jurisdiction to collect trash, maintain drainage, abate weeds or graffiti, clear fallen trees and branches, or address other conditions, as necessary to ensure the safety of P&SVRR's operations. The JPA grants P&SVRR a license to enter all portions of the Rail Corridor as necessary to perform such work; P&SVRR will repair any damage caused as the result of P&SVRR's performance of any such ~~maintenance, and~~ maintenance and shall perform the work in

compliance with any standards and permits required by the member agencies.

4.1.4. Scope of Maintenance. For purposes of this Section 4.1, the maintenance and repairs to be performed by P&SVRR include, as required by applicable law, (a) inspections, testing, track profiling, adjustments, lubricating, welding, re-spiking surfacing, tamping, and any other tasks constituting customary and routine maintenance of track structures; (b) repair, renewal, replacement, or other customary and routine work required to ensure the safety of Railroad Facilities, including maintenance of track to at least Class 1 standards where required by law, and compliance with any applicable bridge safety management program regulations that may be promulgated by the Secretary of Transportation pursuant to Public Law 110-432, Section 417, including the regulations set forth in 49 CFR Part 237; (c) drainage management; and (d) compliance with all mandated reporting. The JPA will have no responsibility to maintain the trackage, structures, or any other Railroad Facilities. P&SVRR shall contract with a qualified track inspector reasonably acceptable to the JPA to perform an inspection of the trackage, structures and Railroad Facilities in the then-current Operating Segment at least annually . - P&SVRR shall deliver the inspection reports to the JPA promptly after receipt thereof by P&SVRR. All such inspection reports shall be public information.

4.1.5. Notice of Assignment. Concurrently with the execution of this Agreement, both parties will execute and deliver to the FRA a written notice of the assignment of track inspection and maintenance responsibilities, and bridge safety management responsibilities, to P&SVRR in accordance with 49 CFR § 213.5(c) and 49 CFR § 237.3. The notice of assignment will attach a copy of this Agreement.

4.1.6. Release from Liability. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, existing or future (i) design flaws of public improvements, whether outside the License Property or within, or (ii) failure of JPA or its member agencies to maintain areas outside of the License Property. P&SVRR's exclusive remedy for any such Loss will be to abandon Excursion Operations as set forth in Section 7.4.

4.2. Ownership of Track Materials. All track materials installed by P&SVRR as part of the Railroad Facilities will be of equal or better quality than those track materials existing at the time of execution of this Agreement and will become the JPA's property. All materials removed by P&SVRR from the Railroad Facilities and replaced as part of maintenance, repairs, or capital improvements will become the property of P&SVRR, except for iron and hardware items such as rail, plates, switch signals, spikes and items of historical or archeological interest, which shall

remain the property of the JPA. P&SVRR will not, without the prior written approval of JPA, remove track materials or other improvements from the Rail Corridor unless they are replaced as provided in this section. P&SVRR will keep a written record of track materials and other improvements removed from, or installed upon, the Rail Corridor and will provide an updated copy of the record to the JPA on an annual basis.

4.3. Clearing of Obstructions, Derailments, and Wrecks. P&SVRR will as soon as practicable clear any obstructions, derailments, and wrecks of railroad equipment or Railroad Facilities.

4.3.1. To the extent that any such obstruction, derailment, or wreck damages the Rail Corridor, P&SVRR will as soon as practicable restore the Rail Corridor to the condition it was in prior to the obstruction, derailment, or wreck.

4.3.2. If P&SVRR fails to comply with the provisions of this section, the JPA may perform the required action and charge P&SVRR the reasonable cost thereof.

4.4. Responsibility for Repair or Replacement.

4.4.1. Damage Caused by P&SVRR Operations. Except as otherwise set forth in this Agreement, P&SVRR will be responsible to repair or replace any damage to the License Property or Railroad Facilities caused by, or related to, P&SVRR's operations.

4.4.2. Damage Caused by Acts of God or Other Factors beyond P&SVRR's Control. If any portion of the License Property or the Railroad Facilities are damaged or destroyed by flood, fire, civil disturbance, earthquake, earth movement, storm, sabotage, act of God, terrorism, accident or any other event beyond P&SVRR's reasonable control, including damage or destruction caused by third parties, even if said damage or destruction originates outside of the License Property, then P&SVRR may, but will not be required to, at no cost or expense to the JPA, (a) repair, or cause to be repaired, the damaged or destroyed portion of the Railroad Facilities; (b) replace, or cause to be replaced, such portion of the License Property or the Railroad Facilities; or (c) seek to abandon its Excursion Service and rights under this Agreement over all or such portion of the Rail Corridor as P&SVRR deems appropriate, as set forth in Section 7.4.

5. **Construction, Relocation, or Removal of Railroad Facilities**

5.1. By the JPA.

5.1.1. The license herein granted is subject to the JPA's needs and requirements to improve and use the Rail Corridor. Subject to P&SVRR's rights under this Agreement, the JPA, at its sole cost and expense, may add to any

portion of the Railroad Facilities, or change or relocate them to new locations as reasonably designated by the JPA, whenever, in the furtherance of the JPA's needs and requirements, the JPA finds such action to be necessary.

5.1.2. All such work performed, and any installation of Railroad Facilities, will be in conformance with all applicable laws. If the JPA relocates any portion of the tracks, the centerline of the License Property will, upon completion of the relocation work, be deemed to have been modified to coincide with the centerline of the realigned tracks.

5.2. By P&SVRR. P&SVRR may, at its cost and expense, modify or improve the License Property and Railroad Facilities as needed to accommodate its Excursion Service; provided, however, that P&SVRR first obtains the written approval of both the JPA and the member agency where the License Property is located of P&SVRR's plans for such modifications and improvements, which approval may be granted or withheld in the member agency and the JPA's sole and absolute discretion. P&SVRR's modification or improvement of the License Property and Railroad Facilities may not interfere with or impede any existing or future public use of the Rail Corridor that the JPA may authorize. P&SVRR may, upon the termination of this Agreement or upon the abandonment of any applicable section of the License Property or portion of the Railroad Facilities, remove any modifications or improvements to such License Property or Railroad Facilities that were paid for by P&SVRR, that do not constitute any repair or replacement to such License Property or Railroad Facilities, and that have not become fixtures to such License Property or Railroad Facilities.

5.3. The terms, conditions, and stipulations expressed in this Agreement as to the License Property and Railroad Facilities will apply to the License Property and Railroad Facilities as they may at any time be expanded, added to, modified, changed, or relocated in accordance with this Section 5.

6. **License Fees.** Beginning on the commencement date of this Agreement and annually on ~~the anniversary date of the commencement date~~ January 1 each year thereafter, P&SVRR will pay JPA the sum of One Hundred Dollars (\$100.00) as a fee for the licenses granted hereunder.

7. **Term and Termination**

7.1. Term. This Agreement will become effective when fully executed and delivered by the parties and will continue in full force and effect ~~for a period of five (5) years~~ until December 31, 2030, unless otherwise terminated as provided herein. Prior to the expiration of the term, the JPA will evaluate the Excursion Service operated by P&SVRR and consider an extension of the term hereof. Such determination will be made in the JPA's sole and absolute discretion.

7.2. JPA Suspension or Termination for Default.

7.2.1. Suspension. If the JPA determines in good faith that Excursion Service or other P&SVRR operations under this Agreement are being performed in an unsafe manner, the JPA may suspend all operations under this Agreement with immediate effect until all safety issues are corrected to JPA's satisfaction. JPA will have no liability or obligation to P&SVRR by reason of any such suspension.

7.2.7.2.2. Termination. If (i) P&SVRR does not substantially comply with the Operating Plan defined in Exhibit A, or the Operational Goals defined in Exhibit B, or (ii) P&SVRR remains in default in its performance of any covenant or Agreement contained herein for a period of 60 days after written notice from the JPA to P&SVRR specifying such default, the JPA may, at its option, terminate this Agreement by written notice; provided however, that if such default cannot reasonably be cured within 60 days after such notice, the JPA may not terminate this Agreement provided that P&SVRR begins to cure the default within the 60-day notice period and proceeds diligently to complete such cure. JPA will have no liability or obligation to P&SVRR by reason of any termination for default.

7.3. JPA Termination for Other Reasons.

7.3.1. Rail Banking; Reactivation of Freight Service. The Rail Corridor was rail banked under the federal Rails to Trails concurrently with its acquisition by the JPA in 1996. Accordingly, the Rail Corridor and this Agreement are subject to potential reactivation of freight rail service. In the event an authorized freight rail operator reactivates freight service on the Rail Corridor, JPA and P&SVRR will consult and cooperate with one another in regard to the impacts and effects thereof. If this Agreement is terminated as to all or a portion of the License Property due to the reactivation of freight rail service, or if P&SVRR's rights are materially adversely affected as a result thereof, JPA will pay to P&SVRR any amounts JPA receives from freight operator on account of the unamortized cost associated with (A) any improvements made to the License Property by P&SVRR, or (B) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of the reactivation of freight rail service.

7.3.2 Partial Termination for White Rock Road Realignment Project. The Capital Southeast Connector Joint Powers Authority (the "Connector Authority") and its member agencies intend to realign White Rock Road and improve its crossing with the Rail Corridor as part of a major regional connector parkway. Upon receipt of notice from the Connector Authority that it will require access to the Rail Corridor within six (6) months in connection with the White Rock Road crossing project, the JPA may, by giving sixty (60) ~~thirty (30)~~ days' written notice to P&SVRR, (a) temporarily prohibit use of the portions of the License Property as reasonably necessary to prevent conflict with the Connector Authority's White Rock Road crossing project, and (b) terminate this Agreement with

respect to areas of the License Property south and east of a point that is 100 feet north of the northern edge of the realigned White Rock Road crossing. JPA will have no liability or obligation to P&SVRR by reason of any such actions in connection with the White Rock Road crossing project.

7.3.2.7.3.3. Termination for Other Public Project. The parties acknowledge that the Rail Corridor is a publicly-owned right-of-way that may be required for other public needs in the future and that the JPA's member agencies have certain rights to use the Rail Corridor, including the License Property, under the Reciprocal Use and Funding Agreement among the JPA and its member agencies. Accordingly, the JPA reserves the right to terminate this Agreement with respect to all or a portion of the License Property for any public use that is incompatible with P&SVRR's continued operation (as determined by the JPA) under this Agreement. Such termination will be effective no earlier than 12 months following JPA's written notice to P&SVRR. The term "public use" does not include widening the trail or other recreational facilities that JPA's member agencies may desire to construct along the Rail Corridor.

7.3.2.1.7.3.3.1. If JPA terminates this Agreement under this Section 7.3.23 with respect to all or any portion of the License Property prior to the expiration hereof, JPA or its member agencies will compensate P&SVRR for the unamortized cost associated with (i) any improvements made to the License Property by P&SVRR, (ii) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service and (iii) any rolling stock purchased by P&SVRR for P&SVRR's Excursion Service operations following execution of this Agreement, provided that all of the foregoing will belong to JPA upon termination of the Lease. JPA may review P&SVRR's records to substantiate such costs pursuant to Section 2.2.1.3. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of such termination. In particular, the parties acknowledge and agree that this Agreement and P&SVRR's Excursion Service operations are for the public benefit and/or education, and not for personal profit. Accordingly, this Agreement and any goodwill from P&SVRR's operations will be deemed to have no value in the event of any such termination.

7.3.2.2.7.3.3.2. The provisions of this Section 7.3.23 apply only to a termination for a public project other than the White Rock Road crossing project (discussed in Section 7.3.2, above) and are not applicable to a termination for default or a partial termination in connection with the White Rock Road crossing project.

- 7.4. Abandonment of License Rights. P&SVRR may at any time, in its sole and absolute discretion, immediately and without any liability to the JPA, abandon its Excursion Service and terminate this Agreement upon delivery of written notice thereof to the JPA.
- 7.5. All obligations incurred by the parties prior to the termination of this Agreement will be preserved until satisfied.
- 7.6. Upon the effective date of termination of this Agreement, P&SVRR will, if so requested by the JPA, execute any documents reasonably necessary to evidence such termination and to effectuate the purpose and intent of this Agreement.
8. **Insurance.** P&SVRR will obtain the insurance set forth below, to be kept in force during the life of this Agreement. All insurance policies must be written by a reputable insurance company reasonably acceptable to the JPA, or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in California.
- 8.1. P&SVRR Insurance: P&SVRR will, at its own cost and expense, provide and procure Commercial General Liability (“CGL”) and, as applicable, Workman’s Compensation or Federal Employer’s Liability Act (“FELA”), insurance.
- 8.1.1. The CGL insurance policy providing bodily injury, including death, personal injury and property damage coverage will have a limit of not less than \$1 million each occurrence and \$2 million in the aggregate. The deductible or self-insured retention may not exceed \$10,000. The parties acknowledge that the prudent level of insurance required for rail operations will change throughout the term of this Agreement. The JPA reserves the right to require that P&SVRR raise its coverage limits to a level that conforms to the level of insurance commonly provided to short line and regional railroads with operations similar to those of P&SVRR on the License Property.
- 8.1.2. The CGL insurance policy must be written on a form at least as broad as ISO Occurrence Form CG 0001. This insurance will contain broad form contractual liability covering the indemnity provisions contained in this Agreement, coverage for railroad operations, and coverage for construction or demolition work on or near railroad tracks. Prior to the execution of this Agreement, P&SVRR will provide the JPA with a certificate of insurance on a standard ACORD form, or other form reasonably acceptable to the JPA, substantiating the required coverages and limits set forth herein. Upon request by the JPA, P&SVRR will immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- 8.1.3. The CGL insurance policy must include the JPA and each of its member agencies as “additional insureds” (using ISO Additional Insured

Endorsement CG 20 26 or a substitute form reasonably acceptable to the JPA providing reasonably equivalent coverage).

8.1.4. Required Provisions: The CGL insurance policy will contain, or be endorsed to contain, the following provisions:

8.1.4.1. For any claims related to this Agreement, P&SVRR's insurance coverage will be primary insurance as respects the JPA, its member agencies, and their respective directors, officers, employees, and agents and any insurance or self-insurance maintained by any of them will be in excess of P&SVRR's insurance and will not contribute to it.

8.1.4.2. Any failure by P&SVRR to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the JPA, its directors, officers, employees, or agents.

8.1.4.3. P&SVRR's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.1.4.4. Any exclusion for actions within 50 feet of a railroad shall be removed.

8.1.4.5. Each insurance policy required by this Agreement will be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the JPA.

8.1.5. Workers' Compensation or FELA insurance will cover any statutory liability as determined to be applicable by the compensation laws of the State of California or FELA, as applicable, with a limit of at least \$1 million.

8.1.6. The fact that insurance is obtained by P&SVRR or by the JPA on behalf of P&SVRR will not be deemed to release or diminish P&SVRR's liability, including liability under the indemnity provisions of this Agreement. Damages recoverable by the JPA from P&SVRR or any third party will not be limited by the amount of the required insurance coverage.

9. **Project Managers; Notices.** The JPA's project manager for this Agreement is its Chief Executive Officer, unless the JPA otherwise informs P&SVRR in writing. P&SVRR's project manager for this Agreement is its President, unless P&SVRR otherwise informs the JPA in writing. Each party to this Agreement may rely on the authority of the other party's designated project manager to take any action, or execute any notice or agreement, in connection with this Agreement. Any notice, report, or other communication required

by this Agreement shall be mailed by first-class mail, or, if receipt thereof is acknowledged by the recipient, by facsimile or e-mail. The parties' addresses are as follows:

If to P&SVRR: Jim Harville, President
Placerville & Sacramento Valley Railroad, Inc.
705 Sibley Street,
Folsom CA 95630
Telephone: 916-708-7368
E-mail: president@psvrr.org

If to JPA: [SPTCA-JPA Chief Executive Officer](#)
[c/o City of Folsom Public Works Department](#) ~~Mark~~
~~A. Rackovan, CEO~~
50 Natoma Street
Folsom, CA 95630
~~Telephone: 916 461-~~
~~6711~~
~~Fax: 916 351-0525~~
~~E mail:~~
mrackovan@folsom.ca.us

10. **Claims and Liens for Labor and Material.** P&SVRR agrees to pay in full for all materials joined or affixed to the Rail Corridor, to pay in full all persons who perform labor upon the Rail Corridor, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Rail Corridor, as to any work done or materials furnished thereon by P&SVRR or at P&SVRR's request. P&SVRR will indemnify, hold harmless and defend JPA (with counsel reasonably acceptable to JPA) against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.
11. **Property Taxes.** P&SVRR will assume, bear, and pay all property and other taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against any License Property or Railroad Facilities, including possessory interest taxes under California Revenue and Taxation Code section 107 *et seq.*, unless applicable law otherwise excuses payment of taxes due to P&SVRR's nonprofit status or the JPA's ownership of the Rail Corridor, the License Property, or the Railroad Facilities.
12. **Indemnity.** P&SVRR will indemnify, defend and hold harmless the JPA from any Loss which is due to or arises from: (a) P&SVRR's operation, maintenance, repair, or use of the License Property, Railroad Facilities, any appurtenances thereto, or any part thereof; (b) P&SVRR's provision of Excursion Service; or (c) P&SVRR's failure to comply with or perform any of the terms and conditions set forth in this Agreement; except to the extent that the Loss is caused by the sole negligence or willful misconduct of the JPA, its officers, agents, or employees. The provisions of this section will survive the termination or expiration of the term of this Agreement.

13. **Removal of P&SVRR Equipment, Personnel, and Property upon Termination of Agreement.** Prior to, or upon, the termination of this Agreement, P&SVRR will, at its sole expense, remove its equipment, personnel, and other property from the License Property and Railroad Facilities and will restore, to the JPA's reasonable satisfaction, such portions of the License Property and Railroad Facilities used by P&SVRR to as good a condition as they were in at the beginning of this Agreement, excepting normal wear and tear. If P&SVRR fails to do the foregoing, the JPA may do such work at the cost and expense of P&SVRR. P&SVRR may not remove any property, including the Railroad Facilities, that is or becomes the property of the JPA under this Agreement.
14. **Hazardous Substances and Wastes**
- 14.1. P&SVRR will not be liable or responsible for any Hazardous Materials present on, in, or under the Rail Corridor, or other problems relating to the Rail Corridor, prior to the effective date of this Agreement, except to the extent P&SVRR's activities exacerbate the contamination of any such pre-existing Hazardous Materials.
- 14.2. P&SVRR will comply with all applicable laws in its occupancy, operation, and maintenance of the License Property and Railroad Facilities. Without first obtaining the JPA's written permission (which may be withheld in the JPA's sole and absolute discretion), P&SVRR will not treat or dispose of Hazardous Materials on the License Property or Railroad Facilities. P&SVRR will not release any Hazardous Materials on or at the License Property or Railroad Facilities, including through any drainage or sewer systems. P&SVRR assumes all responsibility for the investigation and cleanup of any such release or exacerbation by P&SVRR and will indemnify, defend, and hold harmless the JPA and its property, its officers, agents, and employees, for all costs, including reasonable environmental consultant and reasonable attorneys' fees, and claims resulting from or associated with any such release or exacerbation by P&SVRR. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless JPA against all costs and claims associated with a release or leak of Hazardous Materials, or exacerbation of pre-existing Hazardous Materials, occurring during the term of this Agreement, and related to P&SVRR's use of the License Property or Railroad Facilities, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.
- 14.3. P&SVRR will not install any above-ground or underground storage tanks without the JPA's prior written consent, which consent may be granted or withheld in JPA's sole and absolute discretion. If such consent is granted, P&SVRR will obtain any necessary permits, notify the proper authorities, and provide the JPA with copies of any such permits and notifications. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless the JPA against all costs and claims associated with a release or leak of the contents of any such tank occurring during the term of this Agreement, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.

- 14.4. If P&SVRR knows, or has reasonable cause to believe, that any Hazardous Materials have come to be located under or about the License Property or Railroad Facilities, other than as specifically provided herein or as previously consented to in writing by the JPA, P&SVRR will immediately give the JPA written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Materials.
- 14.5. This Section 14 will survive the termination or expiration of the term of this Agreement, will continue in full force and effect regardless of whether this Agreement is terminated pursuant to any other provision or the License Property and Railroad Facilities are abandoned and vacated by P&SVRR.
15. **Waivers.** The failure of either party hereto to enforce any of the provisions of this Agreement, or to enforce any right or option which is herein provided, will in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.
16. **Consent.** Unless expressly provided to the contrary elsewhere in this Agreement, whenever the consent, approval, judgment, or determination (collectively, “consent”) of a party is required or permitted under this Agreement, the consenting party will exercise good faith and reasonable judgment in granting or withholding such consent. No party may unreasonably withhold or delay its consent; consent will be deemed to have been withheld if a party fails to consent to the other party within 30 days of having been given written notice of the other party’s intention to take any action as to which consent is required or permitted.
17. **Entire Agreement.** This document, and the exhibits attached hereto, constitute the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations, agreements, arrangements, understandings, or undertakings, whether oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
18. **Modification to Agreement.** The provisions of this Agreement may be modified at any time by agreement of the parties hereto, provided such modification is in writing and signed by all parties to this Agreement. Any agreement made after the date of this Agreement and related to the subject matter contained herein will be ineffective to modify this Agreement in any respect unless in writing and signed.
19. **No Assignment Absent Consent.** P&SVRR will not assign this Agreement, in whole or in part, or any rights herein granted, without the JPA’s prior written consent, which may be granted or withheld in its sole and absolute discretion.

20. **Successors and Assigns.** Subject to the provisions of Section 19, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

21. **Venue and Choice of Law**

21.1. Any and all disputes, controversies, or claims arising out of, relating to, or in connection with this Agreement will be instituted and maintained in a competent court in Sacramento ~~or El Dorado~~ County, California and the parties hereby consent to the jurisdiction of any such court and to service of process by any means authorized under California law.

21.2. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of California, without reference to its conflicts of laws provisions. The prevailing party in any claim or action arising out of or connected with this Agreement will be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief that may be awarded by any court or other tribunal of competent jurisdiction.

22. **Acts of God and Other Disruptions of Service.** Neither party will be deemed to be in default of this Agreement if any failure to meet any condition or to perform any obligation or provision hereof is caused by, a result of, or due to strikes, insurrections, acts of God, or any other causes beyond the party's control; provided, however, that performance will only be excused for as long as the disruption persists.

23. **Miscellaneous**

23.1. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof will remain in full force and effect and any invalid or unenforceable provisions will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provisions valid and enforceable. Without limiting the generality of the foregoing, if the requirement in Section 4.1.4 that P&SVRR comply with applicable bridge safety management program regulations (under Public Law 110-432, Section 417) is held to be a non-delegable duty of the JPA, the JPA may, at its option, (i) undertake this obligation and charge P&SVRR for the cost thereof, or (ii) terminate this Agreement.

23.2. Each party has participated in negotiating and drafting this Agreement so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

23.3. Each party acknowledges that the officer executing this Agreement has the authority to enter into this Agreement on behalf of the party and in so doing is

authorized to bind the party on whose behalf he is signing, to the terms and conditions of this Agreement.

- 23.4. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which will be deemed an original, but all of which together constitute one and the same instrument.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first herein written.

SACRAMENTO-PLACERVILLE
TRANSPORTATION JOINT POWERS
AUTHORITY, a joint powers agency

By: _____
~~Mark Rackovan~~ ~~Brett Bollinger~~ Vickie Sanders, CEO

Approved as to legal form:

By: _____
Paul Chrisman,
Legal Counsel

PLACERVILLE & SACRAMENTO
VALLEY RAILROAD, INC.,
a California nonprofit public benefit corporation

By: _____
~~James M. Harville~~ ~~Jim Harville~~, President

By: _____
~~Marcus Ferrill~~ ~~Donald Lee~~, Secretary

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

EXHIBIT A

P&SVRR Operating Plan for term of agreement EXCURSION SERVICE OPERATING PLAN (January 2018-June 2024 through January 2023-December 2030).

Useful Definitions:

‘Maintenance-of-Way (MoW)’ is the repair and maintenance of railroad infrastructure.

‘Milepost (MP)’ A wayfinding fixture on most railroads. The SPTC uses the historic Southern Pacific Railroad numbers, which denote the rail miles from One Market Street, San Francisco.

‘Motorcars’ are defined as smaller vehicles not restricted by weight from the right-of-way in its current condition. Typically former Maintenance-of-Way vehicles, these include the Weyerhaeuser ‘Skagit’ Motorcar #30 and similar pieces of equipment, and can be as small as a 2 seat inspection car.

‘Trains’ are defined as standard railroad equipment, including but not limited to locomotives, passenger coaches and freight cars (either converted to passenger service or used for Maintenance-of-Way). This equipment typically requires a slightly higher track maintenance standard for passenger service.

‘Xing’ Shorthand for an at-grade railroad crossing of a public or private road or trail.

Important Locations and their Abbreviations:

<u>Location</u>	<u>Abbreviation</u>	<u>Milepost</u>
<u>Folsom Junction/Wye</u>	<u>FJ</u>	<u>111.2</u>
<u>East Bidwell Street Xing</u>	<u>EB</u>	<u>113.7</u>
<u>Willow Springs Station</u>	<u>WS</u>	<u>113.7</u>
<u>Oak Ave Parkway Xing</u>	<u>OP</u>	<u>114.4</u>
<u>Iron Point Road Xing</u>	<u>IP</u>	<u>116.0</u>
<u>Hampton Station</u>	<u>HS</u>	<u>116.4</u>
<u>White Rock Road Xing</u>	<u>WR</u>	<u>118.0</u>
<u>County Line</u>	<u>CL</u>	<u>119.4</u>
<u>Wetzel-Oviate Spur</u>	<u>WO</u>	<u>120.4</u>
<u>Deer Creek Xing</u>	<u>DC</u>	<u>122.5</u>
<u>Latrobe Road Xing</u>	<u>LR</u>	<u>126.1</u>
<u>Latrobe Whistestop</u>	<u>LW</u>	<u>126.4</u>

Operating Segments:

<u>Segment No.</u>	<u>From Milepost</u>	<u>To Milepost</u>	<u>Approved Operations</u>
<u>1</u>	<u>111.2 (FJ)</u>	<u>113.7 (EB)</u>	<u>Non-Revenue equipment moves/maintenance only</u>
<u>2</u>	<u>113.7 (EB)</u>	<u>114.4 (OA)</u>	<u>Revenue Operations (special events only)</u>
<u>3</u>	<u>114.4 (OA)</u>	<u>116.4 (HS)</u>	<u>Non-Revenue equipment moves/maintenance only</u>
<u>4</u>	<u>116.4 (HS)</u>	<u>119.4 (CL)</u>	<u>Revenue Operations (regularly scheduled service)</u>
<u>5</u>	<u>119.4 (CL)</u>	<u>126.4 (LW)</u>	<u>Revenue Operations (special events only subject to written approval from El Dorado County)</u>

Operating Schedule:

The anticipated operating tempo for this license term is between 40 and 60 days annually.

Typical revenue operations will be conducted on weekends between Hampton Station (MP 116.4) and County Line (MP 119.4). These operations will be a mix of motorcar and/or train excursions, depending on the season, weather conditions, and customer demand. In addition to regular hourly excursions, school field trips, occasional Dinner Trains, and select Holiday Trains, Hampton Station is also the site of our annual RailFest celebration.

A variety of events will also be held in Segment 2 (MP 113.7-MP 114.4), under the special events clause of the license agreement (Sctn. 2.1.3), and are approved in City of Folsom’s Special Event process. Typical of these are popular programs such as our Mother’s Day Brunch, Pumpkin Patch Flyer, and Santa’s Whistlestop Adventure.

In order for any use and operation to occur within El Dorado County (MP 119.4-126.4) a special events permit must be obtained for each use ~~from~~ from the County of El Dorado. The departure point for these events might be Hampton Station, White Rock Station, or another location within El Dorado County previously approved by both the County of El Dorado and the JPA. Upon County of El Dorado approval, excursions may include the Deer Creek Flyer, Cothrin Comet, and Latrobe Breakfast Special.

Capital Improvements:

P&SVRR has plans to complete the following capital improvement projects during this license term. The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA and the respective member agencies:

- Install “run-around” sidings at Hampton Station and County Line
- Construct Hampton Station to City of Folsom standards

The following capital improvements may also be performed by P&SVRR if and only if they are authorized by the El Dorado County Board of Supervisors at any point during the term of this license agreement:

- Upgrade track and bridges to Class 1 standard between County Line and Latrobe
- Repair Shingle Lime Mine Gap
- Construct Latrobe Station to El Dorado County standards
- Install crossing gates, signs and markings at Latrobe Road crossing

The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA, the respective member agencies, and the property owner:

- Construct service/storage facility south of White Rock Road

Definitions:

‘Light Equipment’ is defined as vehicles not restricted by weight from the right-of-way in its current condition. This includes the Weyerhaeuser ‘Skagit’.

‘Motorears’ are defined as small lightweight former maintenance-of-way vehicles with up to 6 seats, usually owned by private individuals (aka —“Speeders”)

‘Heavy Equipment’ is defined as standard railroad equipment, including but not limited to locomotives, passenger and freight cars (either converted to passenger cars or for maintenance-of-way).

Operating Schedule:

Typical revenue operations will occur every other weekend between Hampton Station (MP 116.4) and County Line (MP 119.4).

Special event revenue service will occur on the segment between East Bidwell Street (MP 113.7) and Oak Avenue Parkway (MP 114.4) prior to major holidays (Halloween, Christmas). Other planned special events include the Annual Handcar Derby (MP114.4 to MP116.0), Latrobe Octoberfest (MP126.4), Railfest (MP116.4 to MP119.4) and various dinner and beverage service events, field trips.

Capital Improvements:

P&SVRR intends to complete the following capital improvement projects as a part of their 5-year Operating Plan:

- Construct service/storage facility south of White Rock Road
- Construct Hampton Station to City of Folsom standards

The following capital improvements may also be performed by P&SVRR if and only if they are authorized by the El Dorado County Board of Supervisors at any point during the term of this license agreement:

- Upgrade track and bridges to Class 1 standard between County Line and Latrobe

- ~~Repair Shingle Lime Mine Gap~~
- ~~Construct Latrobe Station to El Dorado County standards~~
- ~~Install crossing gates, signs and markings at Latrobe Road crossing~~

Notwithstanding the foregoing, no Excursion Service shall be permitted on the License Property unless and until:

1. The JPA has received written confirmation from the Federal Railroad Administration (FRA) that the defects identified in the FRA Inspection Report, dated April 16, 2021, have been corrected and Excursion Service on the License Property is cleared to resume.
2. The JPA has received written confirmation from the California Public Utilities Commission (CPUC) that (a) the defects identified in the CPUC Railroad Safety Inspection Report, dated April 22, 2021, have been corrected and (b) all road crossings of the License Property have adequate crossing protection, or alternative arrangements for the protection of said crossings have been approved by the CPUC. The JPA and/or the City of Folsom may, but shall not be required to, seek to cause crossing arms or other protection to be installed in said crossings at no cost to the JPA or the City of Folsom.

Copies of both inspection reports have been attached to this Exhibit A on the following pages.

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

EXHIBIT B

Operating Goals

Based on the P&SVRR Operating Plan as set forth in Exhibit A, the following Excursion Service operational expectations are defined.

1. Annually, P&SVRR will submit a report to the SPTC JPA Board summarizing P&SVRR's ~~the~~ target goals and actual numbers achieved for the following performance measures:
 - a. Ridership
 - b. Revenue
 - c. Capital improvement progress
 - d. Maintenance progress
2. If the JPA intends to issue a Request for Proposals (RFP) for a third-party obtains a track inspection the JPA will provide P&SVRR prior notice of any inspection and if any ; which will generate report that includes a Corrective Action Plan to prioritize and guide track maintenance; P&SVRR agrees to incorporate the any Corrective Action Plan approved by the JPA into their its maintenance schedule.
3. During the term of this agreement, P&SVRR agrees to provide JPA staff current copies of all applicable P&SVRR Operating Rules, Timetables, General Orders, and Special Instructions that govern P&SVRR operations, and to also provide any applicable amendments, revisions, or changes to same as they occur. P&SVRR will also provide links to all online training and testing materials used by P&SVRR, and assist JPA staff in the navigation and understanding of same. Furthermore, P&SVRR will endeavor in good faith to keep JPA apprised of any relevant changes to the General Code of Operating Rules (GCOR), FRA/CPUC regulations, and any other laws, regulations or guidelines that may apply to P&SVRR operations. At the beginning of the term of agreement, P&SVRR agrees to provide JPA staff with a copy of the General Code of Operating Rules (GCOR) that they intend to follow for the term of the agreement.

STAFF REPORT

Board Meeting Date: August 5, 2024

Page 1 of 2

INFORMATION: Presentation from Parker Development regarding proposed trail development

**AGENDA ITEM
NO. 6c**

DISCUSSION:

At the recommendation of Board member Hidahl, Kurt Bone from Parker Development will give a presentation to the JPA Board concerning a proposed trail development in El Dorado County and how it pertains to the SPTC corridor.

BOARD ACTION:

Information only; no Board action is required.

STAFF REPORT

Board Meeting Date: August 5, 2024

Page 1 of 1

Discussion: Master Plan

AGENDA ITEM
NO. 6d

DISCUSSION:

The Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Board have discussed conducting a comprehensive master plan process for the SPTC-JPA corridor. To start this process, this Board approved a Bridge and Culvert Inspection, which has been completed. The report was presented to this Board at the meeting on May 13, 2024.

Previous studies and plans have been completed for the SPTC-JPA corridor. However, the JPA Board did not support the plans recommended by these studies. A study completed in July 2015, by the El Dorado Transportation Commission. This plan concluded that pulling the tracks and constructing a paved trail was the most feasible use of the corridor. Pulling the track was not what this Board would support, and El Dorado County did not adopt the plan. This is how the discussion of a Master Plan completed by the SPTC-JPA began.

As staff considered how to prepare an RFP for a Master Plan, they had more questions than answers. Is it a Master Plan that is needed? In the past, member jurisdictions have implemented projects in the corridor, not the JPA. Is the JPA interested in implementing projects? Should it be a vision document that would include Policies and Procedures to provide direction for member agency projects in the corridor?

To answer these questions, I would like to start by:

- Working with member agency staff on their current goals, policies or direction that may have been taken by their board or council regarding the corridor or projects within their jurisdiction.
- Prepare a summary report to present to the board.
- Schedule a workshop with this board to receive direction moving forward.

BOARD ACTION:

Staff recommends the Board approve the steps as identified above to move forward.

STAFF REPORT

Board Meeting Date: August 5, 2024

Page 1 of 3

**INFORMATION AND DIRECTION:
Possible Amendment to Joint Powers
Agreement**

**AGENDA ITEM
NO. 6e**

BACKGROUND

In October 1991, the Counties of Sacramento and El Dorado, the City of Folsom and the Sacramento Regional Transit District, entered into the “Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Right-of-Way” (the JPA Agreement).

The JPA Agreement provides that the SPTC-JPA shall be governed by a five-member Board of Directors. Each of the four member agencies appoints one director and one alternate to serve on the Board of Directors. The four directors appointed by the JPA member agencies are required to appoint a fifth director and alternate, who shall be “public members at large.” (JPA Agreement, Section 8.A.) When the City of Rancho Cordova was incorporated in 2003, the JPA Board thought it appropriate to invite members of the Rancho Cordova City Council to serve as the public members at large, even though the new City is not a formal member of the JPA.

The status of Rancho Cordova City Council members serving as the public members at large on the JPA Board presents two questions:

First, since Rancho Cordova City Council members are appointed by the other four directors of the JPA Board, the City of Rancho Cordova’s seat on the JPA Board is not secure and may be revoked. Since the Placerville Branch rail line runs through the City’s jurisdiction, should the JPA Agreement be amended to make the City a formal member of the JPA with a secure seat on the JPA Board of Directors?

Second, the current JPA director representing the Sacramento Regional Transit District is also a member of the Rancho Cordova City Council, thus effectively giving the City two seats on the JPA Board of Directors. Should the JPA Agreement be amended to require that the director and alternate appointed by the Sacramento Regional Transit District be representatives of jurisdictions other than JPA member agencies?

Admitting Rancho Cordova as a Member Agency

The process of admitting the City of Rancho Cordova as a member agency of the JPA would be fairly straightforward, should the existing member agencies and the City desire to do so. The JPA agreement likely would be amended to include a City representative on the Board of Directors and remove the “public member at large” position.

Status as a member agency of the JPA would also carry with it a financial obligation. All member agencies of the JPA are signatories to the “Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority,” dated as of July 1, 2000 (the “Funding Agreement”). At present, each member agency of the JPA contributes \$27,500 per year to the JPA under the Funding Agreement. It is anticipated that next fiscal year the existing member contributions will increase to \$40,000 due to anticipated increased JPA expenses. Should the City of Rancho Cordova agree to become a member agency of the JPA and participate in the Funding Agreement, the annual amount contributed by each member agency would be adjusted.

The addition of Rancho Cordova as a member agency would not affect the allocation of rail corridor easements to the member agencies under the Reciprocal Use and Funding Agreement (the “RUFA”). The portion of the rail corridor running through the City’s jurisdiction is operated by RT, and RT would continue to hold the easement in that area.

Amendments to the JPA Agreement and the Funding Agreement would require approval by the Rancho Cordova City Council and by the governing bodies of all of the current JPA member agencies. In addition, the JPA would need to file with the California Secretary of State (a) an updated Notice of Joint Powers Agreement pursuant to Government Code §6503.5, and (b) an updated Registry of Public Agencies filing pursuant to Government Code §53051.

Restricting Appointments by the Sacramento Regional Transit District

If the JPA member agencies desire to avoid dual representation on the Board by any member agency, the JPA Agreement could be amended to limit appointments by the Sacramento Regional Transit District to representatives of jurisdictions other than existing JPA member agencies.

RT’s Board of Directors is composed of representatives from the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova and Sacramento. The JPA Agreement could be amended to require RT’s appointments to the Board of Directors to be representatives from the Cities of Citrus Heights, Elk Grove or Sacramento. Such an amendment to the JPA Agreement would require approval by all of the current JPA member agencies, including RT.

Direction

The JPA Staff seeks direction from the Board of Directors concerning possible amendments to the JPA Agreement and/or the Funding Agreement.