

Tri-Valley & San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**



Board of Directors

Meeting Packet

Dec. 9, 2020 at 2 p.m.

**TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**

**AGENDA – BOARD OF DIRECTORS**  
**December 9, 2020 at 2:00 p.m. via teleconference**

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**CORONAVIRUS DISEASE (COVID-19) ADVISORY AND MEETING PROCEDURE**

On March 16, 2020, the Health Officer of Alameda County issued an Order that has been continued through May 31, 2020, that directed that all individuals living in the county to shelter at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities and work for essential businesses and governmental services.

Under the Governor’s Executive Order N-29-20, this meeting may utilize teleconferencing. As a precaution to protect the health and safety of staff, officials, and the general public. Councilmembers will not be physically in attendance, but will be available via video conference.

The regular meeting facilities for the meetings of the Board of Directors are currently closed to the public and will remain closed for the duration of the shelter-in-place order. Consequently, there will be no physical location for members of the public to participate in the meeting. We encourage members of the public to shelter in place and access the meeting online using the instructions listed on the agenda. Online attendees will have the opportunity to speak during Public Comment.

If you are would like to submit public comment via email, please do so by 11:00 a.m. on Wednesday, December 9, 2020 to [comments@valleylinkrail.com](mailto:comments@valleylinkrail.com). Please include “Public Comment 12/09/2020” and the agenda item in the subject line. In the body of the email please include your full name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

This Board of Directors meeting will be conducted on the web-video communication platform Zoom. To view and/or participate in this meeting, members of the public will need to either download Zoom from the website [zoom.us](https://zoom.us). It is recommended that anyone wishing to participate in the meeting complete the download process before the start of the meeting. To listen without viewing, members of the public may also join the meeting by calling in via telephone. A live stream will also be available on our YouTube channel without the ability to make public comment. All public comments will be subject to the regular three-minute time restriction.

There will be zero tolerance for any person addressing the Board making profane, offensive and disruptive remarks, or engaging in loud, boisterous, or other disorderly conduct, that disrupts the orderly conduct of the public meeting.

**TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**

**AGENDA – BOARD OF DIRECTORS**  
**December 9, 2020 at 2:00 p.m. via teleconference**

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**How to listen and view meeting online:**

- From a PC, Mac, iPad, iPhone or Android device click the link below:  
<https://zoom.us/j/93548110883>  
Password: **ValleyLink**
- To supplement a PC, Mac, tablet or device without audio, please also join by phone:  
Dial: 1 (669) 900-6833  
Webinar ID: 935-4811-0883  
Password: **898381**

*To comment by video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

- Livestream online at: [Valley Link Rail YouTube Channel](#)

*No option to make Public Comment on YouTube live stream.*

**How to listen via telephone to the meeting:**

- For audio access to the meeting by telephone, use the dial-in information below:  
Dial: 1 (669) 900-6833  
Webinar ID: 935-4811-0883  
Password: **898381**

*Please note to submit public comment via telephone dial \*9 on your dial pad. The meeting’s host will be informed that you would like to speak. If you are chosen, you will be notified that your request has been approved and you will be allowed to speak. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

**To submit written comments:**

- Send public comments prior to the meeting by email, to [comments@valleylinkrail.com](mailto:comments@valleylinkrail.com)

*If you are submitting public comment via email, please do so by 11:00 a.m. on Wednesday, December 9, 2020 to [comments@valleylinkrail.com](mailto:comments@valleylinkrail.com)*

*Please include “Public Comment 12/09/2020” and the agenda item to which your comment applies in the subject line. In the body of the email please include your full name. A list of the public comments submitted will be read during Public Comment and letters will be posted on the Authority’s website along with other meeting material.*

**TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**

**AGENDA – BOARD OF DIRECTORS**  
**December 9, 2020 at 2:00 p.m. via teleconference**

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1. Call to Order and Pledge of Allegiance
2. Roll Call of Members
3. Public Comments:  
Members of the public may address the Board on any issues not listed on the agenda that are within the purview of the Authority. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Time limits on public comments may be established by the Chair.
4. Consent Agenda – **ACTION**  
Recommend approval of all items on Consent Agenda as follows:
  - a. Minutes of November 18, 2020 Board of Directors Meeting.
  - b. Treasurer’s Report for October 2020.
  - c. Board of Directors Meeting Dates for 2021
5. Executive Directors Report – **INFORMATION**
6. Resolution R09-2020 Authorizing the Executive Director To Execute A Memorandum of Understanding With The San Joaquin Regional Rail Commission For Service Planning and Management Of Valley Link Operations – **ACTION**
7. Update on Draft Valley Link Environmental Impact Report – **INFORMATION**
8. Approving Option Contract Term Sheet to Acquire 200 Acres (APNs 209-230-029 and 209-230-030) from the City of Tracy for a Potential Future Operations and Maintenance Facility and Authorizing the Executive Director to Execute the Term Sheet– **ACTION**
9. Directors’ Discussion  
Comments, Questions and Agenda Requests
10. Recognition of Outgoing Board Members – **INFORMATION**
11. Next Meeting Details: January 13, 2021 – Via Teleconference
12. Adjourn

*Upon request, the Tri-Valley-San Joaquin Valley Regional Rail Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and the preferred alternative format or auxiliary aid or service at least 2 days before the meeting. Requests should be sent to: [comments@valleylinkrail.com](mailto:comments@valleylinkrail.com)*

**AGENDA**

**ITEM 4 A**



Tri-Valley San Joaquin Valley Regional Rail Authority (TVSJVRRA)  
Minutes of November 18, 2020 meeting via Zoom Teleconference

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1. **Call to Order and Pledge of Allegiance**

Meeting was called to order by Board Chair Scott Haggerty at 2:08 p.m.

2. **Roll Call of Members**

**Members Present**

Chair Scott Haggerty, Alameda County

Vice Chair Veronica Vargas, City of Tracy (*Joined during agenda Item 5*)

Director Paul Akinjo, City of Lathrop

Director Benjamin Cantu, City of Manteca

Director Melissa Hernandez, City of Dublin

Director Bernice King Tingle, Mountain House

Director John Marchand, City of Livermore

Director John McPartland (District 5), BART

Director Kathy Narum, City of Pleasanton

Director Philip O’Loane, City of San Ramon

Director Karen Stepper, Town of Danville

Director Bob Woerner (Livermore), LAVTA

Director Leo Zuber (Ripon), ACE

**Members Absent**

Director Sol Jobrack, City of Stockton

Director Bob Elliott, San Joaquin County

3. **Public Comments**

There was no public comment.

4. **Consent Calendar – ACTION**

A motion was made to approve all items on Consent Calendar as follows:

- a. Minutes of September 9, 2020 Board of Directors Meeting.
- b. Treasurer’s Reports for August and September 2020.

**Motion:** Marchand/Stepper

**Aye:** Akinjo, Cantu, Haggerty, Hernandez, Marchand, McPartland, Narum, O’Loane, Stepper, Tingle, Woerner, Vargas, Zuber

**Nay:** None

**Abstain:** None

**Absent:** Elliot, Jobrack

**Motion Passed**

5. **Motion to approve Fiscal Year 2020 Basic Financial Statements and Memorandum of Internal Control – ACTION**

David Alby, Audit Partner for Maze and Associates, an independent third-party external auditor presented his organization’s audit opinion. There was Public comment

**Motion:** Tingle/Vargas

**Tri-Valley San Joaquin Valley Regional Rail Authority (TVSJVRRRA)  
Minutes of November 18, 2020 meeting via Zoom Teleconference**

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**Aye:** Akinjo, Cantu, Haggerty, Hernandez, Marchand, McPartland, Narum, O'Loane, Stepper, Tingle, Woerner, Vargas, Zuber

**Nay:** None

**Abstain:** None

**Absent:** Elliot, Jobrack

**Motion Passed**

**6. Executive Directors Report – INFORMATION**

- Measure BB Transportation Expenditure Plan Amendment – On September 24, 2020 the Alameda County Transportation Commission (ACTC) approved an action to recognize the Tri-Valley – San Joaquin Valley Regional Rail Authority as an eligible recipient of Measure BB funds and approved the reallocation of \$400 M from the BART to Livermore Project to the Valley Link Project in the Transportation Expenditure Plan.
- Tracy Property – The City of Tracy approved an option that allows the Authority to obtain a 200-acre parcel for the O& M Facility.
- AB 758 Amendments – There may be proposed future action in the legislature regarding Valley Link to provide the Authority with more tools for project delivery, among other things. More details will be available at a future meeting.
- DEIR Release and Open Houses – The Draft EIR is scheduled to be released on Dec. 2. There will be three virtual open houses on:
  - i. Saturday, December 12, 2020, from 9:00 am to 10:30 am.
  - ii. Wednesday, December 16, 2020 from 11:30 am to 1:00 pm.
  - iii. Thursday, December 17, 2020 from 5:00 pm to 6:30 pm.
- NEPA – Staff is meeting with FTA and High-Speed Rail to discuss a potential NEPA lead for Valley Link project.

The directors discussed this item. Veronica commended Michael Tree for his efforts. There was no public comment.

**7. Isabel Neighborhood Specific Plan (INSP)– INFORMATION**

Ashley Vera, Associate Planner with the City of Livermore presented an overview of the recently adopted INSP. Her presentation identified key plan objectives including its support of the Valley Link project. The directors discussed this item and thanked Mayor Marchand for the great work on the plan. Public comment was heard from Roland LeBrun, who asked for information regarding the job to housing ratio, Vera agreed to send this information to Mr. LeBrun.

**8. Motion to approve Resolution R08-2020 authorizing the Executive Director to execute a cooperative agreement with The San Joaquin Regional Rail Commission (SJRRRC) for Project Support Services of the Valley Link Project – ACTION**

The directors discussed this item. Dan Leavitt briefly summarized the work SJRRRC will be undertaking under the agreement. There was no public comment.

**Motion:** Marchand/Narum

**Tri-Valley San Joaquin Valley Regional Rail Authority (TVSJVRRRA)  
Minutes of November 18, 2020 meeting via Zoom Teleconference**

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**Aye:** Akinjo, Cantu, Haggerty, Hernandez, Marchand, McPartland, Narum, O'Loane, Stepper, Tingle, Woerner, Vargas, Zuber

**Nay:** None

**Abstain:** None

**Absent:** Elliot, Jobrack

**Motion Passed**

**9. Designation of a Presumed Operator of the Valley Link Train Service for the Purpose of Receiving Critical Input During Planning Process – INFORMATION**

Michael Tree expressed that having a presumed operator is integral to the planning process. Staff has met with various transit operators in the region and based on input from these meetings it was concluded that the SJRRC would be the best fit as the presumed operator for Valley Link train service. Tree reiterated that this presumption does not take project governance away from the Authority's board. The directors discussed this item. Public comment was heard from Roland LeBrun.

**10. Adjourn to CLOSED SESSION – 3:04 p.m.**

**11. Closed Session pursuant to Government Code Section 54957(b):**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Executive Director

**12. Closed Session pursuant to Government Code Section 54957.6**

**CONFERENCE WITH LABOR NEGOTIATOR**

Agency Representative: Michael Conneran, Legal Counsel

Unrepresented Employee: Executive Director

**13. Reconvene to OPEN SESSION – 3:23 p.m.**

**14. Motion to approve an increase to Stipend Payment Arrangement with Executive Director Michael Tree – ACTION**

Chair Haggerty explained that an ad hoc committee had been established to evaluate Tree. The committee consisted of Scott Haggerty, Leo Zuber, Phillip O'Loane and Veronica Vargas with legal oversight by Michael Conneran. Conneran summarized the current agreement and proposed \$20,000 increase. There was no public comment.

**Motion:** Cantu/Vargas

**Aye:** Akinjo, Cantu, Haggerty, Hernandez, Marchand, McPartland, Narum, O'Loane, Stepper, Tingle, Woerner, Vargas, Zuber

**Nay:** None

**Abstain:** None

**Absent:** Elliot, Jobrack

**Motion Passed**



**Tri-Valley San Joaquin Valley Regional Rail Authority (TVSJVRRRA)  
Minutes of November 18, 2020 meeting via Zoom Teleconference**

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**15. Directors' Discussion**

Director O'Loane noted this was his last meeting. He was thanked by everyone for his service on the board.

**16. Next Meeting**

December 9, 2020 – Via Teleconference

**17. Adjourn**

Meeting adjourned at 3:32 p.m.

**AGENDA**

**ITEM 4 B**





Tri-Valley ▲ San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**

**STAFF REPORT**

SUBJECT: Treasurer's Reports for October 2020

FROM: Tamara Edwards, Director of Finance

DATE: December 9, 2020

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**Action Requested**

Staff requests that the Tri-Valley – San Joaquin Valley Regional Rail Authority Board accept the Treasurer's Report for October 2020.

**Background/Discussion**

The Treasurer's Report shows all expenses and revenues for the month of October as well as the year to date totals.

As all of the Rail Authority's funding is on a reimbursement basis LAVTA continues to provide the cash flow for the Rail Authority which again is reflected in the funds due to LAVTA line item.

**Attachments:**

1. October 2020 Treasurer's Report

## **ATTACHMENT 1**



**Tri-Valley San Joaquin Regional Rail Authority  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
October 31, 2020**

**ASSETS:**

108 CASH-GENERAL CHECKING	1,303,972	
120 ACCOUNTS RECEIVABLE	(282)	
150 PREPAID EXPENSES	139	
<b>TOTAL ASSETS</b>		<b>1,303,829</b>

**LIABILITIES:**

205 ACCOUNTS PAYABLE	(257)	
20501 DUE TO LAVTA	3,134,099	
211 PRE-PAID REVENUE	185,465	
<b>TOTAL LIABILITIES</b>		<b>3,319,307</b>

**FUND BALANCE:**

301 FUND RESERVE	0	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	0	
30401 SALE OF BUSES & EQUIPMENT	0	
FUND BALANCE	(2,015,478)	
<b>TOTAL FUND BALANCE</b>		<b>-2,015,478</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>1,303,829</b>

**Tri-Valley San Joaquin Regional Rail Authority**  
**REVENUE REPORT**  
**FOR THE PERIOD ENDING:**  
**October 31, 2020**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
	Caltrans	87,521	0	0	87,521	0.0%
	MTC-Bridge Tolls	55,562,159	(316,693)	25,951	55,536,208	0.0%
	Alameda County/Strategic Development	39,950	13,300	13,300	26,650	33.3%
	Government Relations/Community Engage	58,815	0	0	58,815	0.0%
	<b>TOTAL REVENUE</b>	<b>55,748,445</b>	<b>(303,393)</b>	<b>39,251</b>	<b>55,709,194</b>	<b>0.1%</b>

Tri-Valley San Joaquin Regional Rail Authority  
EXPENDITURE REPORT  
October 31, 2020

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>Direct Labor</b>						
	Executive Director	245,618	0	32,654	212,964	13.29%
	Administrative Assistant	343,862	0	20,307	323,555	5.91%
	Finance Director	60,000	0	7,609	52,391	12.68%
	Program Management Staff	2,990,000	0	0		
	Community outreach manager	50,000	0	0		
	IT support	300,000	0	0		
	Counsel	525,000	0	0		
	Marketing Director	24,000	0	7,609	16,391	31.70%
	<b>TOTAL - Direct Labor</b>	<b>4,538,481</b>	<b>0</b>	<b>68,179</b>	<b>4,470,302</b>	<b>1.50%</b>
<b>Consultants</b>						
	Program Manager	291,000	0	0	291,000	0.00%
	Project Management support	625,000	0	298,032	326,968	47.69%
	ZEV Study	350,000	0	0	350,000	0.00%
	30% Design Review	350,000	0	0	350,000	0.00%
	Prelim. Hazard Analysis	150,000	0	0	150,000	0.00%
	Operating Network Simulation	75,000	0	0	75,000	0.00%
	Oversite of Technical Reports	450,000	0	0	450,000	0.00%
	Rail Vehicle Specs/Design	1,800,000	0	0	1,800,000	0.00%
	ROW Planning	670,000	0	0	670,000	0.00%
	Operations Study	385,000	0	0	385,000	0.00%
	Project Partner Agreements	2,187,000	0	0	2,187,000	0.00%
	Station Area outreach/TOD	350,000	0	0	350,000	0.00%
	Gov't Affairs/Community Outreach	350,000	0	0	350,000	0.00%
	Prime Contractor	33,534,000	0	0	33,534,000	0.00%
	Environmental/30% Design	5,629,344	245,271	763,671	4,865,673	13.57%
	Feasibility Report	89,728	0	0	89,728	0.00%
	Senior Project Manager	106,514	0	0	106,514	0.00%
	Senior Lead Engineer	145,027	0	0	145,027	0.00%
	Strategic Development Dir	73,550	7,175	20,475	53,075	27.84%
	Strategic Planner	100,000	0	0	100,000	0.00%
	LTK	226,000	0	15,983	210,017	7.07%
	DBK Services	116,000	0	0	116,000	0.00%
	Kimley Horn	38,000	0	0	38,000	0.00%
	Government Relations/Community Engagement	156,200	0	0	156,200	0.00%
	<b>TOTAL - Consultants</b>	<b>48,247,363</b>	<b>252,446</b>	<b>1,898,290</b>	<b>46,349,073</b>	<b>3.93%</b>
<b>Other Direct Costs</b>						
	Legal	220,977	44,441	73,284	147,693	33.16%
	Grant Writing	125,000	0	0	125,000	0.00%
	Meeting Materials/office supplies/promotional materials	57,813	443	4,244	53,569	7.34%
	Insurance	88,328	7,624	7,624	80,704	8.63%
	Audits	45,000	0	0	45,000	0.00%
	Travel/Mileage/Mis	1,022,872	1,016	3,108	1,019,764	0.30%
	Office space/furnishings	850,114	0	0	850,114	0.00%
	BART	550,000	0	0	550,000	0.00%
	Caltrans Reimbursement	2,498	0	0	2,498	0.00%
	Union Pacific Reimbursement	-	0	0	0	0.00%
	<b>TOTAL OTHER DIRECT COSTS</b>	<b>2,962,601.55</b>	<b>53,524.26</b>	<b>88,260.34</b>	<b>2,874,341</b>	<b>2.98%</b>
	<b>TOTAL OPERATING EXPENDITURES</b>	<b>55,748,445</b>	<b>305,970</b>	<b>2,054,729</b>	<b>53,693,716</b>	<b>3.69%</b>
	<b>FUND BALANCE (OPERATING)</b>	<b>-</b>	<b>(609,364)</b>	<b>(2,015,478)</b>		

**AGENDA**

**ITEM 4 C**







Tri-Valley San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**

**STAFF REPORT**

SUBJECT: Board of Directors Meeting Dates for 2021

FROM: Michael Tree, Executive Director

DATE: December 9, 2020

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**Action Requested**

Approve 2021 meeting calendar for Tri-Valley – San Joaquin Valley Regional Rail Authority Board of Directors.

**Background/Discussion**

Except as noted on the attached schedule, staff proposes to continue the pattern, holding the Tri-Valley – San Joaquin Valley Regional Rail Authority Board Meetings on the 2<sup>nd</sup> Wednesday of each month at 2pm. Meetings will continue to be held via video conference until further notice.

**Attachments**

1. Schedule of Meeting Dates for Calendar Year 2021

## **ATTACHMENT 1**





Board of Directors  
Meeting Calendar 2021

**2nd Wednesdays from 2 to 4 p.m.**

**DATES**

January	13
February	10
March	10
April	14
May	12
June	9
July	14
August	11
September	8
October	13
November	10
December	8

**AGENDA**

**ITEM 5**





Tri-Valley ▲ San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**

STAFF REPORT

SUBJECT: Executive Director's Report  
FROM: Michael Tree, Executive Director  
DATE: December 9, 2020

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An update will be provided at the meeting.

**AGENDA**

**ITEM 6**





# Tri-Valley San Joaquin Valley **REGIONAL RAIL AUTHORITY**

## STAFF REPORT

**SUBJECT:** Resolution R09-2020 Authorizing the Executive Director To Execute A Memorandum of Understanding With The San Joaquin Regional Rail Commission For Service Planning and Management Of Valley Link Operations

**FROM:** Michael Tree, Executive Director

**DATE:** December 9, 2020

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### **Action Requested**

Staff requests that the Board of Directors approve Resolution R09-2020 authorizing the Executive Director to execute an initial Memorandum of Understanding (“MOU”) with the San Joaquin Regional Rail Commission (“SJRRRC”) to establish the process and roles and responsibilities in managing the operations of future Valley Link Service plus and further documents related to the MOU and SJRRRC support to the Project.

### **Background**

At its November 18, 2020 meeting, the TVSJVRRRA (“Authority”) Board Directors received an informational report from staff to bring on SJRRRC as the agency to manage operations of the Valley Link operations and to provide immediate input during the Project’s upcoming planning phases. During the discussion portion of this agenda item, numerous Board Directors voiced their support for this proposal.

In addition, at the December 1, 2020 the Valley Link Executive Steering Committee (“ESC”), the members enthusiastically supported this proposal to bring SJRRRC on to the Valley Link Project Team and the SJRRRC Board, at its December 4, 2020 meeting, authorized the SJRRRC Executive Director to execute the MOU with the Authority.

### **Discussion**

As presented at the Authority’s November 18, 2020 Board Meeting, SJRRRC brings the following key accomplishments and expertise to the Valley Link Project Team:

- An exemplary safety record in managing the operations of both the ACE commuter rail service (over 20 years) and the Amtrak San Joaquins (for over 7 years)
- Extensive development of all aspects of transit service from procuring a contracted operator to developing specifications for various transit vehicles to preparing various regulatory safety and security operating plans.
- Excellent working relationships with Union Pacific Railroad, Federal Railroad Administration and Federal Transit Administration, CalSTA/Caltrans, and local and regional agencies throughout the San Joaquin Valley

Another benefit to the Authority is the immediate and efficient access to the SJRRC resources rather than have the Authority go through a more time-consuming process to develop a new separate individual operating agency for Valley Link.

This experience and knowledge base from the SJRRC will be vital the Authority as the Draft Environmental Impact Report (EIR) has been released and efforts will soon begin on the Preliminary Engineering (PE) phase of the Project (30% design plans, specifications for procuring rail vehicles, et al),

The Authority and the SJRRC have discussed the potential advantages of designating the Commission as the Operating Agency for Valley Link and desire to enter into this MOU for the purposes of memorializing the understanding of the Authority and SJRRC establishing a framework to negotiate agreements establishing their roles and responsibilities for the successful implementation and operation of the new service.

Key points from the MOU include:

- The Authority is established as the Owner of the Valley Link service and is responsible for all governance and project funding, policies, planning, development, implementation and service decisions.
- The Authority is interested in designating an Operating Agency early in the Valley Link project delivery to provide input into project development and achieve safe, efficient and cost-effective operations.
- SJRRC has the expertise and a successful track record to perform the services of an Operating Agency to work under the direction of and to support the Authority in its' goals for Valley Link service.
- The roles and responsibilities for the Operating Agency will be defined in agreements established though an iterative process where the Authority and SJRRC evaluate those details at regular milestones throughout the project development process.
- It is anticipated that following negotiations, detailed agreements will be executed as the Valley Link project moves toward implementation.

Staff is requesting the Authority Board to approve the attached resolution which approves this initial nonbinding MOU with the Authority with a goal of the SJRRC serving as the agency that would be responsible for Valley Link operations.

### **Fiscal Impact**

The Board's adoption of Resolution R08-2020 at its November 18, 2020 meeting set aside \$300,000 from the Authority's receipt of \$46.8 million from MTC at its June 24, 2020 Commission meeting (Resolution R02-2020) for SJRRC's activities identified within the MOU and any related documents during the period of January 2021 to June 2022.

### **Attachments:**

1. Resolution 09-2020
2. MOU between TVSJVRRRA and SJRRC



## **ATTACHMENT 1**



## RESOLUTION NO. R09-2020

\* \* \*

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRI-VALLEY–SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TO EXECUTE AN INITIAL MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN JOAQUIN REGIONAL RAIL COMMISSION (“SJRRC”) TO ESTABLISH THE PROCESS AND ROLES AND RESPONSIBILITIES FOR MANAGING THE OPERATIONS OF THE FUTURE VALLEY LINK SERVICE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO THE PROJECT

**WHEREAS**, the Legislature adopted AB 758 (2018), establishing the Tri-Valley–San Joaquin Valley Regional Rail Authority (Authority) under California Public Utilities Code Section 132651 *et seq.*, to plan, develop and deliver cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system in the Tri-Valley and the Altamont Corridor Express commuter rail service (the "Valley Link Project" or "Project");

**WHEREAS**, pursuant to AB 758, the Authority prepared and delivered an initial Project Feasibility Report to the Legislature by June 30, 2019 to explore the improvement of transit connectivity between the Tri-Valley and San Joaquin Valley;

**WHEREAS**, the Authority, in conjunction with the final Project Feasibility Report, has been engaged in the design and environmental activities to advance the Valley Link Project towards construction and eventual operation;

**WHEREAS**, SJRRC is a project partner for the Authority and has been a supporter of the Valley Link Project since its inception; and

**WHEREAS**, SJRRC has partnered with the Authority to develop and advocate for a shared vision for the Altamont Corridor that includes coordinated and integrated Valley Link and Altamont Corridor Express (“ACE”) services; and

**WHEREAS**, SJRRC has extensive experience in the development of all aspects of a new passenger railroad service and is the managing agency for the operations of the ACE and San Joaquin train services providing service between the San Joaquin Valley and Alameda County that overlaps with the Valley Link service area; and

**WHEREAS**, SJRRC and Authority staff have discussed the potential advantages of designating the SJRRC as the Operating Agency for Valley Link and desire to enter into this MOU (see attached) for the purposes of establishing a framework to negotiate agreements establishing their roles and responsibilities for the successful implementation and operation of the Valley Link Service; and

**WHEREAS**, SJRRC and the Authority desire to memorialize in this non-binding MOU, their shared commitment to negotiate agreements establishing the roles and responsibilities for the SJRRC as the Operating Agency and for the SJRRC to provide input in project development at the request of the Authority; and

**WHEREAS**, this MOU contemplates an iterative and collaborative process, leading the SJRRC, and the Authority to negotiate and ultimately enter into detailed agreements as the Valley Link Service moves forward toward implementation.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Tri-Valley-San Joaquin Valley Regional Rail Authority hereby authorizes the Executive Director to execute the attached Initial Memorandum of Understanding (MOU) with the San Joaquin Regional rail Commission (SJRRC) to establish the process and roles and responsibilities for managing the operations of the future Valley Link Service and authorizing the Executive Director to execute any and all documents related to the Project.

**APPROVED AND PASSED**, this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Scott Haggerty, Chair

**ATTEST:**

\_\_\_\_\_  
Michael Tree, Executive Director

## **ATTACHMENT 2**



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY  
and  
SAN JOAQUIN REGIONAL RAIL COMMISSION**

**TO ESTABLISH THE PROCESS AND ROLES AND RESPONSIBILITIES FOR MANAGING  
THE OPERATIONS OF THE FUTURE VALLEY LINK SERVICE**

This Memorandum of Understanding (MOU) is entered into by and between the Tri-Valley – San Joaquin Valley Regional Rail Authority and the San Joaquin Regional Rail Commission (referred to herein collectively as the “Participants”) to facilitate coordination in establishing the roles and responsibilities of an Operating Agency for the Valley Link Service to serve under the direction of the Authority.

**PERTINENT ENTITIES**

*Tri-Valley – San Joaquin Valley Regional Rail Authority (Referred to in this MOU as “Authority” or “Owner”):* the agency responsible for the governance, planning, implementation, operation and maintenance of the future Valley Link rail service.

*San Joaquin Regional Rail Commission (Referred to in this MOU as “Commission” or “Operating Agency”):* the agency responsible for the governance, operation and maintenance of the Altamont Corridor Express (ACE) and the current managing agency of the San Joaquins intercity passenger rail service under the direction of the San Joaquin Joint Powers Authority (SJJPA).

**GENERAL BACKGROUND**

The Authority was established through the enactment of Assembly Bill 758 (Eggman) to plan and deliver the Valley Link project – a critically needed, mega-regional, rail connectivity project to link Livermore and the Central Valley to the Dublin/Pleasanton BART station. This service will also connect to the ACE east-west trunk line and the new north-south ACE expansion between Merced and Natomas.

This single purpose Authority is necessary to accelerate Valley Link project delivery to accommodate the dramatically increasing travel demand along the I-205 and I-580 corridors, and to provide policy representation and governance for Alameda and San Joaquin County constituents.

The mega-region has struggled with numerous individual agencies operating independent transit services that lack integration and coordination with each other and many stakeholders have expressed a desire for the Authority to work with an existing agency to oversee operations rather than evolving into another fully-staffed operating entity. The early identification of an operating agency will assist the Authority with certain milestone decisions that could affect the viability, scope or cost of future operations.

The Commission has overseen the start-up and 22 years of ongoing ACE Service operations and is experienced with all aspects of day to day passenger rail service oversight and the operating regulatory environment. The Commission was also selected through a competitive process to provide day to day oversight of the Amtrak San Joaquins based upon this expertise and a knowledge of travel patterns and the communities between the Central Valley and the Bay Area. The San Joaquin Joint Powers Authority provides all policy direction related to the San Joaquins.

The Authority and the Commission have discussed the potential advantages of designating the Commission as the Operating Agency for Valley Link and desire to enter into this MOU for the purposes of memorializing the understanding of the Authority and Commission establishing a framework to negotiate agreements establishing their roles and responsibilities for the successful implementation and operation of the new service.

## **RECITALS**

- A. Whereas, the Authority is established as the Owner of the Valley Link service and is responsible for all governance and project funding, policies, planning, development, implementation and service decisions; and
- B. Whereas, the Authority is interested in designating a presumptive Operating Agency early in the Valley Link project delivery to provide input into project development for the purposes of achieving safe, efficient and cost-effective operations; and
- C. Whereas, the Commission has the expertise and a successful track record to perform the services of an Operating Agency to work under the direction of and to support the Authority in its' goals for Valley Link service; and
- D. Whereas, the Commission is already a project partner and supporter of the Valley Link service, and is a member of the Valley Link Executive Steering Committee (ESC); and
- E. Whereas, the joint plans for Valley Link and ACE service across the Altamont Corridor are complementary; and
- F. Whereas, at its November 18, 2020 meeting, the Authority authorized its Executive Director to enter into a cooperative agreement with the Commission in order to reimburse the Commission's costs directly related to the development of service operating plans for the Valley Link Project; and
- G. Whereas, the Participants desire to memorialize in this non-binding MOU their shared commitment to negotiate agreements establishing the roles and responsibilities for the Commission to provide input in project development at the request of the Authority as the presumptive Operating Agency and to consider an arrangement for the Commission to serve as the Operating Agency (collectively "Objectives"); and
- H. Whereas, this MOU contemplates an iterative and collaborative process, leading the Participants to negotiate and ultimately enter into detailed agreements to accomplish the Objectives as the Valley Link service plans develop.

**NOW, THEREFORE, THE PARTICIPANTS SHARE THE FOLLOWING UNDERSTANDING:**

1. The Authority is currently engaged in the Valley Link project development process and has a dedicated staff and consultant teams undertaking this effort.
2. The Authority has designated the Commission as the presumptive Operating Agency, to serve under the direction of the Authority/Owner for managing the ultimate Valley Link operations.
3. As the Valley Link program moves through the various stages of project development, there may be decisions where the Authority seeks input from the Operating Agency to ensure the most efficient and safe future operations.
4. The Commission has experience implementing new passenger rail service and would be able to provide input when requested by the Authority.
5. The roles and responsibilities for the Operating Agency will be defined in agreements established through an iterative process where the Participants evaluate those details at regular milestones throughout the project development process.
6. The Participants agree to collaborate, cooperate and coordinate with each other, including their respective staff and/or consultants, to achieve the Objectives of this MOU.
7. An Ad Hoc Committee of Board Members from the Authority and the Commission may be convened periodically to explore issues related to establishing the Objectives of this MOU.
8. At a minimum, in January and July of each year, the Participants will meet to jointly develop more refined iterations of the roles and responsibilities for discussion and direction from their respective Governing Boards.
9. It is anticipated that following negotiations, detailed agreements will be executed as the Valley Link project moves toward implementation.

**OFFICIAL COMMUNICATIONS**

The respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU are:

Executive Director  
Tri-Valley -San Joaquin Valley Regional Rail Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

Manager of Regional Initiatives  
San Joaquin Regional Rail Commission  
949 East Channel Street  
Stockton California 95202

## **NON-BINDING MOU**

- a. This MOU is a non-binding, voluntary initiative and does not create any legally binding rights, limitations or obligations upon the Participants. This MOU does not purport to include all provisions relative to the structure or terms of the proposed transaction or definitive documents. Rather, the Participants agree that any binding commitments in future will be memorialized in agreements as they are negotiated. Each party shall bear its own costs related to this effort unless otherwise agreed in writing.
- b. Should the Participants reach an impasse in the collaborative effort anticipated by this MOU, the contact points (identified above) will make an expeditious and good faith effort at working together to resolve the impasse. Should that effort be unsuccessful, the Participants agree to elevate the outstanding issues to their respective Chief Executive Officer/Executive Director/Secretary who will then make an expeditious and good faith effort at working together to resolve the impasse.
- c. This MOU is not intended to amend or impact in any way other existing written agreements or MOUs that Participants may have entered pertaining to ACE or the Valley Link project, in general.
- d. This MOU is effective from the date of its last signature and shall remain in effect until another MOU or agreement is executed between the Participants, or one Participant withdraws from the MOU, whichever is earlier.
- e. The Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participant.
- f. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile, pdf., or electronic/computer-image signatures will be treated as originals.



**FOR THE TRI-VALLEY – SAN JOAQUIN VALLEY  
REGIONAL RAIL AUTHORITY**

**Michael S. Tree,  
Executive Director**

**Date: December \_\_\_\_, 2020**

**FOR THE SAN JOAQUIN REGIONAL  
RAIL COMMISSION**

**Christina Fugazi,  
SJRRC Chair**

**Date: December \_\_\_\_, 2020**

**AGENDA**

**ITEM 7**





Tri-Valley San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**

**STAFF REPORT**

SUBJECT: Update on Valley Link Project Draft Environmental Impact Report

FROM: Michael Tree, Executive Director

DATE: December 9, 2020

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**Action Requested**

There is no action requested by staff at this time. This is an information item for discussion only.

**Background/Discussion**

The Tri-Valley – San Joaquin Valley Regional Rail Authority (Authority), acting as lead agency under the California Environmental Quality Act (CEQA), has prepared a Draft Environmental Impact Report (DEIR) for the Valley Link project that provides an environmental evaluation of potential impacts and mitigation measures. The Authority issued a Notice of Availability (NOA) and DEIR will be available for a 50-day public review period from December 2, 2020 to January 21, 2021 at 5:00 PM.

Three online open house meetings will be held on the following dates and times:

- Saturday, December 12, 2020, from 9:00 AM to 10:30 AM
- Wednesday, December 16, 2020, from 11:30 AM to 1:00 PM
- Thursday, December 17, 2020, from 5:00 PM to 6:30 PM

At the December 9, 2020 Board meeting, an overview presentation of the DEIR will be provided by Authority of staff and consultants. The full Notice of Availability (NOA) and the DEIR provide a full description of the Project and can be viewed online at: [www.valleylinkrail.com/environmental-ceqa](http://www.valleylinkrail.com/environmental-ceqa).

**Fiscal Impact**

There are no fiscal impacts associated with this item.

**AGENDA**

**ITEM 8**





Tri-Valley San Joaquin Valley  
**REGIONAL RAIL AUTHORITY**

**STAFF REPORT**

**SUBJECT:** Approving Option Contract Term Sheet to Acquire 200 Acres (APNs 209-230-029 and 209-230-030) from the City of Tracy for a Potential Future Operations and Maintenance Facility and Authorizing the Executive Director to Execute the Term Sheet

**FROM:** Michael Tree, Executive Director, and Michael Conneran, General Counsel

**DATE:** December 9, 2020

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**Action Requested**

Staff requests that the Board of Directors (Board) approve Resolution R10-2020, approving an option contract term sheet to establish the framework of an option transaction that will provide Valley Link with the ability to acquire 200 acres of property in Tracy and authorizing the Executive Director to execute that term sheet.

**Background/Discussion**

The Feasibility Report for the Valley Link project, as well as the recently-released Draft Environmental Impact Report both identified a location in the City of Tracy as a potential site for an Operations and Maintenance Facility (O&M Facility). Valley Link approached the City about the site, which consists of two City-owned parcels totaling approximately 200 acres (APNs 209-230- 029 and 209-230-030) (the "Property"). The parties have negotiated a term sheet for an option contract (Attachment 1) for the conveyance of the Property, which would not occur unless the location is included in the adopted project.

The parties have discussed entering into an option contract through which Valley Link will be granted an exclusive and irrecoverable option to "purchase" the Property as an in-kind contribution from the City towards the Project, subject to certain conditions (the "Option Contract"). Acquisition of the property will enable the Authority to use the property as the local match for potential federal grant funding. The proposed term sheet reflects the parties' understanding of the basic terms for the Option Contract, which will be negotiated and executed in the future. The following are key provisions of the proposed Option Contract, as reflected in the non-binding term sheet:

- City will grant an exclusive and irrevocable option to Valley Link to purchase the Property.
- Purchase Price: No cost to Valley Link. The value of the Property will be considered an in-kind contribution by the City to Valley Link to be leveraged for additional grant funding.
- Term of Option Contract: 10 years. Valley Link may only exercise option to purchase the property after the EIR has been adopted and the Property has been selected as the location for the O & M Facility.
- Consideration for Option: \$100 upon execution of the Option Contract.
- Reversion to City: If site is not used by the Valley Link Project within 10 years of the purchase date the property shall revert to the City. This provision is subject to review by federal-grant making agencies to ensure compliance with grant requirements for a local match.
- Non-Binding: The term sheet is non-binding, but provides the framework for negotiation of a binding Option Contract that will be brought to the Board for approval.

This item also requests that the Board authorize the Executive Director to execute the term sheet.

**Fiscal Impact**

As the term sheet is not binding, there is no fiscal impact from this action. Legal counsel will negotiate the Option Contract, which provides for a minimal payment to the City for the option.

**Recommended Action**

Approve an option contract term sheet to acquire 200 acre parcel from the City of Tracy and authorize the Executive Director to execute the term sheet.

**Attachments:**

1. Option Term Sheet for Tracy Property
2. Resolution 10-2020

## OPTION CONTRACT TERM SHEET

This Option Contract Term Sheet ("**Agreement**") sets forth the basic terms and conditions upon which the City of Tracy ("**Seller**") agrees to conveying to the Tri-Valley–San Joaquin Valley Regional Rail Authority ("**Buyer**") the real property commonly referred to as 15580 and 15178 W. Schulte Road (APNs 209-230-29 and 209-230-30) in the City of Tracy, County of San Joaquin, State of California (the "**Property**"), which is described in Exhibit A, attached hereto and incorporated herein by this reference. Buyer and Seller are referred to individually as a "Party" and together as "the Parties,"

Upon mutual assent of the Parties, a binding Option Contract and Purchase and Sale Agreement ("**Option Contract**") will be prepared based on the terms and conditions contained herein.

1.    **Grant of Option**    Seller will grant to Buyer, for the Option Term, an exclusive and irrevocable option ("**Option**") to purchase the Property under the terms of the Option Contract if and when such Option is exercised.
  
2.    **Option Payment**    The grant of such Option is conditioned upon the payment by Buyer of \$100 within 30 days after Execution of the Option Contract.
  
3.    **Term of Option**    The term of the option will commence on the Effective Date of the Option Contract and expire 10 years after that Effective Date.
  
4.    **Memorandum of Option**    Buyer and Seller shall execute and record in the Official Records of the County of San Joaquin a Memorandum of Option Agreement within 10 days after the Effective Date of the Option Contract. If the Option becomes null or void, Buyer shall record a Quitclaim Deed and take any further actions necessary to remove any cloud on title due to the recordation of the Memorandum of Option.
  
5.    **Compensation**    Buyer shall pay no cash compensation for the Property. Transfer of the Property is intended to partially offset the contribution of Bay Area transportation agencies to the Valley Link Project.
  
6.    **Exercise of Offer**    The Option must be exercised by Buyer, if at all, by giving notice of its exercise of the Option ("**Exercise Notice**") but only when Buyer shall have adopted a final environmental impact report for the Valley Link project and the selected alternative includes use of the Property or these conditions are waived in writing by Seller.
  
7.    **Due Diligence**    Buyer will have a period of ninety (90) days from the date it delivers the Exercise Notice to Seller to complete all necessary due diligence ("**Due Diligence Period**"). Seller will provide the due diligence materials in Seller's possession within five (5) business days of the date of the delivery of the Exercise Notice. Seller will also promptly provide to Buyer such additional materials as Buyer may reasonably request from time to time during the Due Diligence Period. The Option Contract will grant to Buyer a right of entry to enter onto the

Property during the Due Diligence Period for all necessary due diligence purposes, but require Buyer to indemnify Seller for liabilities arising from its investigations, to carry appropriate insurance, and to maintain confidentiality. Each party will bear its own costs in connection with due diligence and negotiation of this Agreement and the Purchase and Sale Agreement. If Buyer is unsatisfied with the results of its due diligence review before the end of the Due Diligence Period, it may terminate the Purchase and Sale Agreement. Buyer may, at its cost, perform additional studies on the Property, including, but not limited to, a Phase I or Phase II environmental report, as Buyer deems necessary or desirable and Seller shall provide Buyer and Buyer's consultants with reasonable access to the Property for this purpose.

- 8. Purchase and Sale Agreement** Within thirty (30) business days of acceptance of this Agreement, Buyer will deliver to Seller or Seller's counsel a first draft of the Option Contract that shall contain provisions, representations and warranties related to the real property as customarily provided. The Option Contract shall include a term providing that once the Property is acquired, it will revert to the City in the event the Property is not used by for the Valley Link Project within 10 years of the purchase date. The specific wording of this term shall be subject to review by federal grant-making agencies to ensure it will not interfere with the use of the property as the local match for potential federal aid for the Valley Link Project.
- 9. Closing Conditions** The closing will be contingent upon due diligence approval before the end of the Due Diligence Period.
- 10. Title/Survey** The Owner's Title Policy shall be obtained through a nationally recognized title company determined by Buyer. Buyer, at its election and cost, may obtain an ALTA survey for the Property. Buyer shall also pay the costs of any fees for the title search, title commitment, owners' title policies (with extended coverage), and the cost of any other endorsements or lender's title policies. At closing, Seller shall convey to Buyer good and marketable fee simple title to the real property by grant deed.
- 11. Closing Date** The closing shall occur on or before 60 days following expiration of the Due Diligence Period, provided all conditions to close have been met at least five (5) business days prior ("**Closing Date**").
- 12. Brokers' Fees** Each party represents to the other that it has not engaged or otherwise involved a broker to represent its interests in connection with this transaction. Each party will indemnify, defend, and hold harmless the other party from and against any costs, expenses, and liabilities



arising from a breach of the foregoing representation.

- 13. Expenses** Each party will bear their own expenses associated with this Agreement, the acquisition and other transactions contemplated herein, including, without limitation, legal, accounting, due diligence and other fees and disbursements of consultants and advisors.
- 14. Non-Binding** All terms and conditions of this Agreement are not legally binding and do not constitute a binding agreement on either party hereto, or even an obligation to negotiate further in good faith, but rather are intended to serve as reflection of the parties' preliminary understanding of terms to consider in negotiation of a binding agreement. Neither party may claim any legal rights against the other by reason of signing of this Agreement or by taking any action in reliance thereon.

This Agreement will be construed and enforced in accordance with the laws of the State of California, without regard to the conflict of law provisions thereunder. This Agreement may be executed in one or more counterparts and exchanged electronically by .pdf.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

**SELLER:**

CITY OF TRACY

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

Name: Jennifer D. Haruyama

Its: City Manager

Approved as to form:

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

Name: Leticia Ramirez

Title: City Attorney

**BUYER:**

TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL  
AUTHORITY

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

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

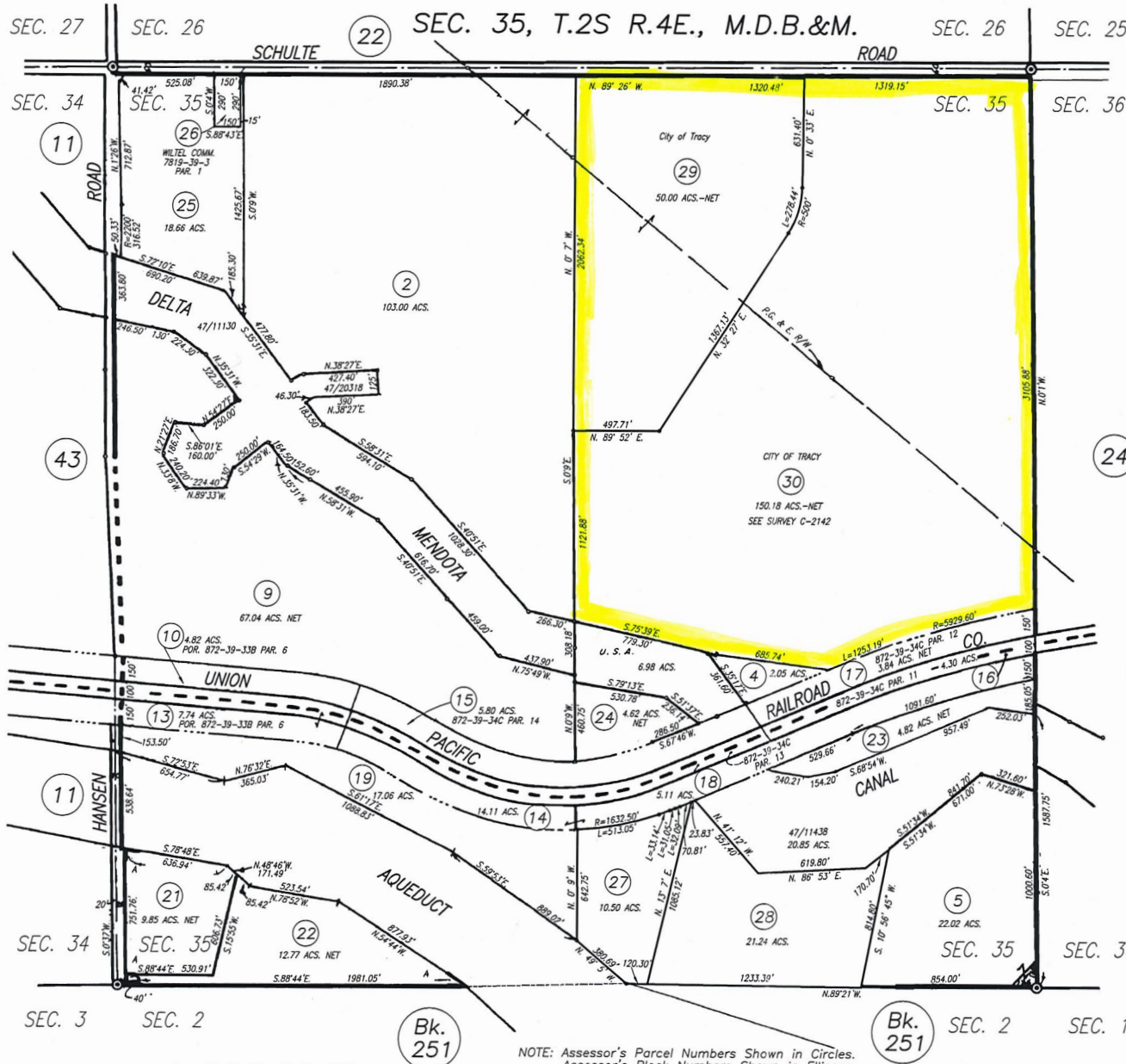
Its: \_\_\_\_\_

Approved as to form:

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

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

Title: Counsel for Buyer



THIS MAP IS FOR ASSESSMENT USE ONLY



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
87-88	20		
88-89	22		
90-91	24		
01-02	26		
05-06	28		
08-09	30		

Assessor's Map Bk.209 Pg.23  
County of San Joaquin, Calif.

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

**RESOLUTION NO. R10-2020**

\* \* \*

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY APPROVING OPTION CONTRACT TERM SHEET TO ACQUIRE 200 ACRES (APNs 209-230-029 AND 209-230-030) FROM THE CITY OF TRACY FOR A FUTURE OPERATIONS AND MAINTENANCE FACILITY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE TERM SHEET**

**WHEREAS**, the Legislature adopted AB 758, establishing the Tri-Valley-San Joaquin Valley Regional Rail Authority (Authority) under California Public Utilities Code Section 132651 *et seq.*, to plan, develop and deliver cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's rapid transit system in the Tri-Valley and the Altamont Corridor Express commuter rail service;

**WHEREAS**, as required by AB 758, the Authority prepared and delivered an initial Project Feasibility Report (Feasibility Report) to the Legislature on June 30, 2019 to explore the improvement of transit connectivity between the Tri-Valley and San Joaquin Valley; and

**WHEREAS**, pursuant to the final Feasibility Report, the Authority has been engaged in the design and environmental activities to advance the Valley Link Rail Project (Project) towards construction and eventual operation; and

**WHEREAS**, the Feasibility Report and the recently issued Draft Environmental Impact Report have identified a property in the City of Tracy (City) as a potential location for a future Valley Link operations and maintenance facility ("O&M Facility"), and

**WHEREAS**, Valley Link approached the City about two City-owned parcels totaling approximately 200 acres (APNs 209-230- 029 and 209-230-030) (the "Property"), as a potential site for the O&M Facility, and

**WHEREAS**, the parties have negotiated a term sheet for an "option contract" that will grant Valley Link an exclusive and irrecoverable option to purchase the Property at no cost and as an in-kind contribution from the City, subject to certain conditions, and

**WHEREAS**, the Property could be used as a "local match" to leverage future federal grant funds, should such funds become available.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Tri-Valley-San Joaquin Valley Regional Rail Authority hereby approves the Option Contract Term Sheet presented to the Board on this date and authorizes the Executive Director to execute the Term Sheet on behalf of the Authority.

**APPROVED AND PASSED**, this 9<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Scott Haggerty, Chair

**ATTEST:**

\_\_\_\_\_  
Michael Tree, Executive Director