



Chair, **Lisa Craig-Hensley**, City of Lodi
Vice-Chair, **Leo Zuber**, City of Ripon
Commissioner, **Dan Arriola**, City of Tracy
Commissioner, **Steven Ding**, San Joaquin County

Interim Executive Director, **David Lipari**

Commissioner, **Christina Fugazi**, City of Stockton
Commissioner, **Mike Morowit**, City of Manteca
Commissioner, **John Marchand**, City of Livermore
Commissioner, **Raj Salwan**, City of Fremont

SAN JOAQUIN REGIONAL RAIL COMMISSION BOARD MEETING

Friday, December 5, 2025 – 9:30 am

Robert J. Cabral Station
Board Room
949 E. Channel Street
Stockton, CA 95202

Teleconference Locations:

1046 W. Yosemite Ave.
Manteca, CA 95337

425 N. El Dorado St.
Room 200A
Stockton, CA 95202

Members of the public may attend the meeting at the above addresses, or may observe the meeting by using the link or dial-in information below:

Join Zoom Meeting

<https://us06web.zoom.us/j/87961933868>

Or Telephone: +1 669 444 9171 US

Persons wishing to address the Commission on any item of interest to the public regarding rail shall state their names and address and make their presentation. The Commission cannot take action on matters not on the agenda unless the action is authorized by Section 54954.2 of the Government Code. Materials related to an item on the Agenda submitted to the Board of Commissioners after distribution of the agenda packet are available for the public inspection in the Commission Office at 949 E. Channel Street during normal business hours. These documents are also available on the San Joaquin Regional Rail Commission website at <https://www.sjrcc.com/events/> subject to staff's ability to post the documents prior to the meeting. If a member of the public wishes to make a public comment:

- 1. Submit written comments to SJRRC staff via email at clerk@sjrcc.com, in which staff will read the comment aloud during the public comment period.**
- 2. Complete a Request to Speak form (available at the entrance to the Board Room) and give it to the SJRRC Board Clerk before the Item is considered by the Board.**
- 3. Join from the Zoom meeting link and notify SJRRC staff by alerting them via the "Raise hand" or "Chat" function; call +1 669 444 9171, dial *9 to raise your hand when you wish to speak, and dial *6 to unmute when you are requested to speak. Please note that if participating using Zoom, all members of the public will be placed on mute until such times allow for public comments to be made.**

Public comments should be limited to five (5) minutes per comment.

This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact San Joaquin Regional Rail Commission (SJRRRC) staff, at (209) 944-6220, during regular business hours, at least twenty-four hours prior to the time of the meeting.

All proceedings before the Commission are conducted in English. Anyone wishing to address the SJRRRC Board is advised to have an interpreter or to contact SJRRRC during regular business hours at least 48 hours prior to the time of the meeting so that SJRRRC can provide an interpreter. Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available upon request in both English and Spanish for public inspection at the Office of the Executive Director located at 949 East Channel Street, Stockton, California, 95202 during normal business hours or by calling (209) 944-6220. The Agenda is available on the San Joaquin Regional Rail Commission website: www.sjrrc.com.

Disclosures: *Commissioners shall disclose any agenda item in which they have a conflict of interest under State law and acknowledge whether they will recuse from hearing that item. Among other State laws, the Levine Act (Gov. C. §84308) may require recusal on agenda items involving a contract or entitlement before the Commission where a campaign donor is a participant, and the campaign contribution totals more than \$250 within the 12-month period before the decision on the item.*

1. Call to Order and Pledge of Allegiance **Chair Craig-Hensley**

2. Safety Briefing **PRESENTATION**
(Cameron Paler, Safety and Security Specialist)

3. Roll Call

Roll Call: Arriola, Ding, Fugazi, Marchand, Morowit, Salwan, Vice-Chair Zuber,
Chair Craig-Hensley

Ex-Officios: StanCOG-Appointed Representative, SJCOG Executive Director, SJRTD
CEO, Catrans District 10 Director

4. Public Comment

Persons wishing to address the Commission on any item of interest to the public regarding rail shall state their names and addresses and make their presentation. Please limit presentations to five minutes. The Commission cannot take action on matters not on the agenda unless the action is authorized by Section 54954.2 of the Government Code. Materials related to an item on the Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Commission Office at 949 E. Channel Street during normal business hours. These documents are also available on the San Joaquin Regional Rail Commission website at <https://www.sjrrc.com/events/> subject to staff's ability to post the documents prior to the meeting.

Public comments should be limited to five (5) minutes per comment.

- 5. Consent Calendar**
 - 5.1 Approve Minutes of San Joaquin Regional Rail Commission November 7, 2025 8:30 am Special Board Meeting (Regular and Special Voting Members) **ACTION**
 - 5.2 Approve Minutes of San Joaquin Regional Rail Commission November 7, 2025 10:00 am Special Board Meeting (Regular and Special Voting Members) **ACTION**
 - 5.3 Adopt a Resolution Adopting the 2026 ACE Service Holiday Schedule (Regular and Special Voting Members) **ACTION**
 - 5.4 Monthly Expense Report **INFORMATION**
 - 5.5 ACE Monthly Ridership **INFORMATION**
 - 5.6 ACE Monthly Fare Revenue **INFORMATION**
 - 5.7 ACE On-Time Performance **INFORMATION**
 - 5.8 Washington Update **INFORMATION**
- 6. Adopt a Resolution Authorizing Staff to Pursue an Alternative Solution to Update and Modernize Passenger Information Display System (PIDS) at ACE Stations and Funding Authorization for the Operations and Maintenance of the Current Legacy PIDS System** (Marques Cook, Interim Senior Marketing Manager) (Regular and Special Voting Members) **ACTION**
- 7. Stockton Diamond Grade Separation Project Delivery Update** (Momo Tamaoki, Deputy Director of Planning, Grants and Programming /Christine Inouye, Director of Capital Programs) **INFORMATION**
- 8. ACE 02 Year-One Performance Update** (Marques Cook, Interim Senior Marketing Manager) **INFORMATION**
- 9. Board Member Comments**
- 10. Ex-Officio Comments**
- 11. Interim Executive Director's Report**
- 12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code Section 54956.8
Property: 1155 3rd Street, Oakland, Alameda County, California
Agency Negotiators: David Lipari, Interim Executive Director and Tamika Smith, Director of Rail Operations
Negotiating parties: Morris Wright and Thomas McCoy
Under negotiation: Price and terms of payment
(Regular and Special Voting Members)

- 13. CLOSED SESSION**
PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957
One Position – Appointment of Chief Executive Officer
Agency Negotiators: Lisa Craig-Hensley and Leo Zuber
(Regular Voting Members Only)
- 14. CLOSED SESSION**
PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957
One Position – Interim Executive Director
Agency Negotiators: Lisa Craig-Hensley and Leo Zuber
(Regular Voting Members Only)
- 15. Return to Open Session and Disclosure of Action**
(Janice D. Magdich, General Counsel)
- 16. Adopt a Resolution Approving Employment Contract for the Position of Chief Executive Officer**
(Regular Voting Members Only)
- 17. Adjournment**
The next regular meeting scheduled for January 2, 2026 is cancelled.

The next special meeting is scheduled for January 8, 2026 – 8:30 am

SAN JOAQUIN REGIONAL RAIL COMMISSION

Meeting of December 5, 2025

Item 5.1

ACTION

Minutes of San Joaquin Regional Rail Commission November 7, 2025 Special Board Meeting

The special meeting of the San Joaquin Regional Rail Commission (Rail Commission) was held at 8:30 am on November 7, 2025. Board Members attended this meeting in person.

1. Call to Order, Pledge of Allegiance

Chair Craig-Hensley

Chair Craig-Hensley called the meeting to order at 8:32 am and asked Commissioner Morowit to lead the audience in the Pledge of Allegiance.

2. Roll Call

Commissioners Present: Marchand, Morowit, Vice-Chair Zuber, Chair Craig-Hensley

Commissioners Absent: Arriola, Ding, Fugazi, Salwan

Ex-officios Present: Sue Zwahlen (StanCOG) and Ken Baxter (SJRTD)

3. Public Comment

There were no public comments.

4. Consent Calendar

ACTION

4.1 Approve Minutes of San Joaquin Regional Rail Commission October 3, 2025 Board Meeting (Regular and Special Voting Members)

ACTION

4.2 Approve Minutes of San Joaquin Regional Rail Commission October 22, 2025 Special Board Meeting (Regular and Special Voting Members)

ACTION

4.3 Adopt a Resolution Approving Extended Expiration and No Ticket Exchange of the ACE Legacy Tickets Through December 31, 2026, as Part of the Transition to the New ACE Ticketing Platform Project (Regular and Special Voting Members)

4.4 Adopt a Resolution Ratifying and Affirming the Interim Executive Director's Submittal of the 2026 San Joaquin One Voice® Application for the North Lathrop Transfer Station Project and Further Authorizing the Interim Executive Director, or Designee, to Negotiate and Execute Any Grant Agreements, Standard Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements to Obtain the United States Department of Transportation's (USDOT) Fiscal Year (FY) 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program Funding in the Amount of \$25 Million Towards the North Lathrop Transfer Station Project (Regular and Special Voting Members)

ACTION

- | | | |
|------|---|--------------------|
| 4.5 | Adopt a Resolution Authorizing the Interim Executive Director, or Designee, to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances, and any Other Documents Necessary to Obtain Financial Assistance Provided by the California State Transportation Agency (CalSTA) Under the Transit and Intercity Rail Capital Program (TIRCP)
(Regular and Special Voting Members Only) | ACTION |
| 4.6 | Adopt a Resolution Ratifying and Affirming the Interim Executive Director's Action to Submit the 2025 Sacramento Area Council of Governments (SACOG) Regional Program Prioritization Program (RPPP) Application for the Del Paso Siding and Track and Signaling Improvements Projects and Further Authorizing the Interim Executive Director to Negotiate and Execute Any Grant Agreements, Standard Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements to Obtain the United States Department of Transportation's (USDOT) Fiscal Year (FY) 2026 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant Program Funding in the Amount of \$105 Million
(Regular and Special Voting Members) | ACTION |
| 4.7 | Monthly Expense Report | INFORMATION |
| 4.8 | ACE Monthly Ridership | INFORMATION |
| 4.9 | ACE Monthly Fare Revenue | INFORMATION |
| 4.10 | ACE On-Time Performance | INFORMATION |
| 4.11 | Monthly Marketing and Outreach Support | INFORMATION |
| 4.12 | Quarterly Report Out of Agreements and Purchases over \$100,000 Executed in the First Quarter of Fiscal Year 2025/2026 | INFORMATION |
| 4.13 | Station/Facilities Development Committee Report Out | INFORMATION |
| 4.14 | Washington Update | INFORMATION |

There were no comments.

M/S/C (Morowit/Zuber) to approve Items 4.1-4.14 of the Consent Calendar.

Passed and Adopted by the San Joaquin Regional Rail Commission on November 7, 2025, by the following vote to wit:

AYES:	4	Marchand, Morowit, Vice-Chair Zuber, Chair Craig-Hensley
NOES:	0	
ABSTAIN:	0	
ABSENT:	4	Salwan, Arriola, Ding, Fugazi

- | | | |
|----|--|---------------|
| 5. | Adopt a Resolution Approving an Agreement with Valley Construction Services, Inc. for Robert J. Cabral Station Upgrades for an Amount Not-to-Exceed \$1,381,777 and Authorizing the Interim Executive Director, or Designee, to Negotiate, Award, and Execute Any and All Agreements and Documents Related to the Project including Approving Any and All Amendments thereto within Their Spending Authority | ACTION |
|----|--|---------------|

Tamika Smith, Director of Rail Services, gave a presentation on this item and noted the change of the total amount not-to-exceed, as indicated in red text.

There were no public comments.

M/S/C (Zuber/Morowit) to approve an Agreement with Valley Construction Services, Inc. for Robert J. Cabral Station Upgrades for an Amount Not-to-Exceed \$1,381,777 and Authorizing the Interim Executive Director, or Designee, to Negotiate, Award, and Execute Any and All Agreements and Documents Related to the Project including Approving Any and All Amendments thereto within Their Spending Authority.

Passed and Adopted by the San Joaquin Regional Rail Commission on November 7, 2025, by the following vote to wit:

AYES: 3 Morowit, Vice-Chair Zuber, Chair Craig-Hensley
NOES: 0
ABSTAIN: 0
ABSENT: 3 Arriola, Ding, Fugazi

- 6. Adopt a Resolution Approving Amendment 03 to the Agreement with Ghirardelli Associates, Inc. for Professional Services for the Capital Projects Program Increasing the Compensation Amount by \$2,593,000 for a New Not-To-Exceed Amount of \$4,931,667 and Authorizing the Interim Executive Director, or Designee, to Execute Any and All Documents Related to the Project including Approving any and all Amendments thereto within their Spending Authority**

ACTION

Christine Inouye, Director of Capital Programs, presented this item.

There were no comments on this item.

M/S/C (Morowit/Zuber) to approve Amendment 03 to the Agreement with Ghirardelli Associates, Inc. for Professional Services for the Capital Projects Program Increasing the Compensation Amount by \$2,593,000 for a New Not-To-Exceed Amount of \$4,931,667 and Authorizing the Interim Executive Director, or Designee, to Execute Any and All Documents Related to the Project including Approving any and all Amendments thereto within their Spending Authority.

Passed and Adopted by the San Joaquin Regional Rail Commission on November 7, 2025, by the following vote to wit:

AYES: 3 Morowit, Vice-Chair Zuber, Chair Craig-Hensley
NOES: 0
ABSTAIN: 0
ABSENT: 3 Arriola, Ding, Fugazi

7. ACE Quarterly Performance Update (July 1, 2025 – September 30, INFORMATION 2025)

Marques Cook, Interim Senior Marketing Manager, and Nathan Alastra, Operations Superintendent, presented this item.

There were no public comments on this item.

This was an information item only.

8. Board Member Comments

There were no board member comments.

9. Ex-Officio Comments

Sue Zwahlen with StanCOG announced the recent hire of Kate Miller, StanCOG's Interim Executive Director.

Ken Baxter with SJRTD commended staff and the Rail Commission Board for the recognition event held in honor of former Rail Commission Executive Director Stacey Mortensen.

10. Interim Executive Director's Report

David Lipari, Interim Executive Director, reported the successful rebranding launch from San Joaquins to Gold Runner and stated that a larger commemoration event will be held on November 14 to celebrate the milestone for the service.

11. Adjournment

Chair Craig-Hensley adjourned the meeting at 8:57 am.

The next special meeting is scheduled for:
November 7, 2025 – 10:00 am.

The next regular meeting is scheduled for:
December 5, 2025 – 9:30 am.

SAN JOAQUIN REGIONAL RAIL COMMISSION
Meeting of December 5, 2025

Item 5.2

ACTION

Minutes of San Joaquin Regional Rail Commission November 7, 2025 Special Board Meeting

The special meeting of the San Joaquin Regional Rail Commission (Rail Commission) was held at 10:00 am on November 7, 2025. Board Members attended this meeting in person.

1. Call to Order and Pledge of Allegiance

Chair Craig-Hensley

Chair Craig-Hensley called the meeting to order at 10:00 am and led the audience in the Pledge of Allegiance.

2. Roll Call

Commissioners Present: Morowit, Fugazi, Vice-Chair Zuber, Chair Craig-Hensley

Commissioners Absent: Arriola, Ding, Marchand, Salwan

Ex-officios Present: None

3. Public Comment

There were no public comments.

4. CLOSED SESSION

Public Employment – Recruitment - Interview of Candidates

One Position: Chief Executive Officer

Pursuant to Government Code Section 54957

(Regular Voting Members)

5. Return to Open Session and Disclosure of Action

Janice D. Magdich, General Counsel, announced the Board's return to open session at 12:47 pm, and presented that there were no reportable actions.

6. Adjournment

The meeting was adjourned at 12:49 pm.

SAN JOAQUIN REGIONAL RAIL COMMISSION
Meeting of December 5, 2025

STAFF REPORT

Item 5.3

ACTION

Adopt a Resolution Adopting the 2026 ACE Service Holiday Schedule

Proposed 2026 ACE Service Holidays:

Memorial Day	Monday, May 25, 2026
Independence Day (observed)	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Thanksgiving	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026
New Year's Day	Friday, January 1, 2027

ACE service will not operate on the days listed above.

In addition, due to the low historical ridership on certain proclaimed State and Federal holidays, modified service will be evaluated for the following days:

Martin Luther King Jr. Day	Monday, January 19, 2026
Presidents' Day	Monday, February 16, 2026
César Chávez Day	Tuesday, March 31, 2026
Juneteenth	Friday, June 19, 2026
Veterans Day	Wednesday, November 11, 2026
Day Before Thanksgiving	Wednesday, November 25, 2026
Christmas Eve	Thursday, December 24, 2026
New Year's Eve	Thursday, December 31, 2026

Recommendation:

Adopt a Resolution Adopting the 2026 ACE Service Holiday Schedule.

SJRRRC RESOLUTION 25/26 –

RESOLUTION ADOPTING THE 2026 ACE SERVICE HOLIDAY SCHEDULE

WHEREAS, ACE will not operate on the days listed below; and

<u>Proposed 2026 ACE Service Holidays:</u>	
Memorial Day	Monday, May 25, 2026
Independence Day (observed)	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Thanksgiving	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026
New Year’s Day	Friday, January 1, 2027

WHEREAS, due to low historical ridership on certain proclaimed State and Federal holidays, modified service will be evaluated for the following days:

Martin Luther King Jr. Day	Monday, January 19, 2026
Presidents’ Day	Monday, February 16, 2026
César Chávez Day	Tuesday, March 31, 2026
Juneteenth	Friday, June 19, 2026
Veterans Day	Wednesday, November 11, 2026
Day Before Thanksgiving	Wednesday, November 25, 2026
Christmas Eve	Thursday, December 24, 2026
New Year’s Eve	Thursday, December 31, 2026

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the San Joaquin Regional Rail Commission hereby adopts the 2026 ACE Service Holiday Schedule.

PASSED AND ADOPTED, by the San Joaquin Regional Rail Commission this 5th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

SAN JOAQUIN REGIONAL RAIL
COMMISSION

DAVID LIPARI, Interim Secretary

LISA CRAIG-HENSLEY, Chair

**San Joaquin Regional Rail Commission
ACE
Rail Support Services
TRACC
Operating Expense Report
SEPTEMBER 2025
25% of Budget Year Elapsed**

SJRRC OPERATING EXPENSES	FY 25-26 BUDGET	EXPENSE THRU SEPT 2025	% SPENT TO DATE
Project Management, Services & Supplies Subtotal	\$ 6,501,526	\$ 1,461,653	22%
Contracted Services Subtotal	\$ 633,475	\$ 83,159	13%
TOTAL OPERATING EXPENSES	\$ 7,135,001	\$ 1,544,812	22%

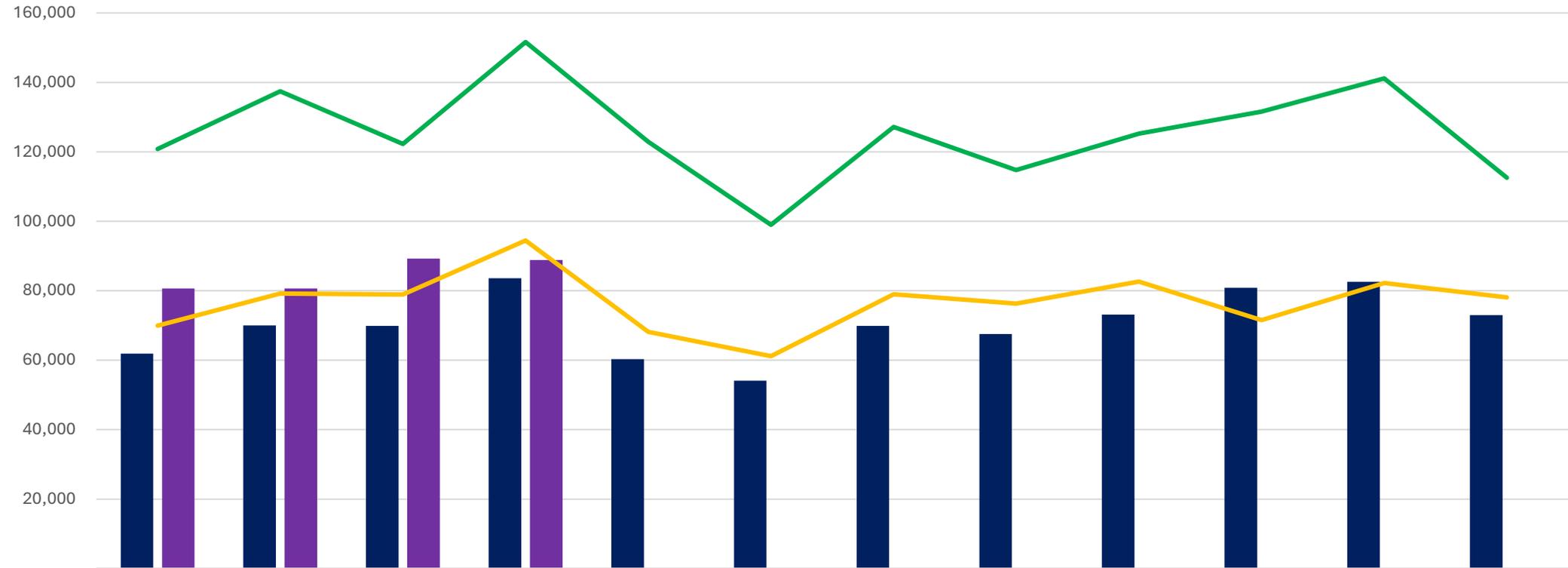
ACE OPERATING EXPENSES	FY 25-26 BUDGET	EXPENSE THRU SEPT 2025	% SPENT TO DATE
Project Management, Services & Supplies Subtotal	\$ 5,949,952	\$ 1,317,528	22%
Contracted Services Subtotal	\$ 32,236,765	\$ 6,837,694	21%
Shuttle Services	\$ 3,219,900	\$ 804,975	25%
Capital Access	\$ 3,242,516	\$ 810,629	25%
Capital Maintenance	\$ 4,500,000	\$ 1,125,000	25%
TOTAL OPERATING EXPENSES	\$ 49,149,134	\$ 10,895,826	22%

RAIL SUPPORT SERVICES OPERATING EXPENSES	FY 25-26 BUDGET	EXPENSE THRU SEPT 2025	% SPENT TO DATE
Project Management, Services & Supplies Subtotal	\$ 787,005	10,149	1%
Contracted Services Subtotal	\$ 95,496,543	\$ 8,823,384	9%
TOTAL RSS EXPENSES	\$ 96,283,548	\$ 8,833,532	9%

*RSS - Work Contracted with Caltrans; State-owned Venture car Pre Revenue "acceptance" and Post Revenue "ongoing" maintenance.

TRACC OPERATING EXPENSES	FY 25-26 BUDGET	EXPENSE THRU SEPT 2025	% SPENT TO DATE
Project Management, Services & Supplies Subtotal	\$ -	1,690	0%
Contracted Services Subtotal	\$ 620,000	\$ 9,801	2%
TOTAL CONTRACTED SERVICES EXPENSES	\$ 620,000	\$ 11,491	2%

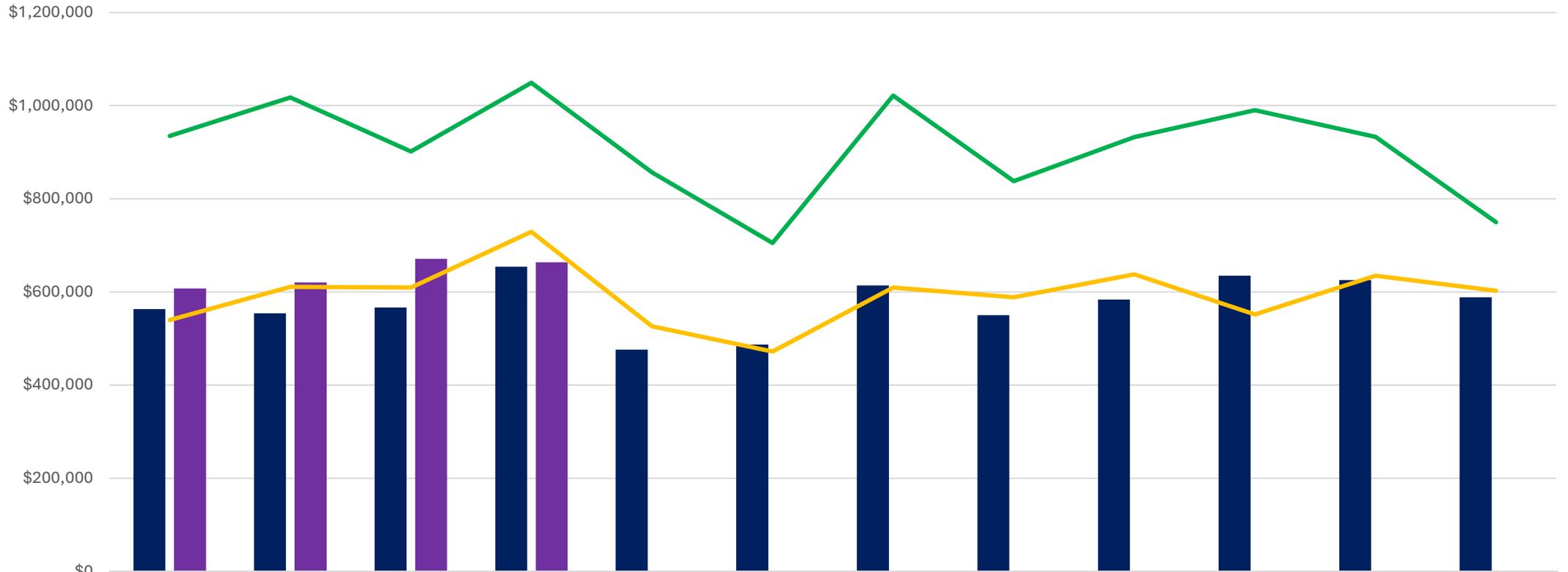
ACE Monthly Ridership



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
FY 24/25	61,892	70,039	69,845	83,594	60,312	54,120	69,879	67,496	73,119	80,829	82,570	72,967	846,662
FY 25/26	80,599	80,626	89,231	88,850									339,306
FY 25/26 Forecast	69,938	79,144	78,925	94,461	68,153	61,156	78,963	76,270	82,624	71,497	82,244	78,074	921,449
FY 18/19 (Pre-Pandemic)	120,779	137,442	122,227	151,604	122,880	98,973	127,130	114,725	125,199	131,558	141,113	112,573	1,506,203



ACE Monthly Fare Revenue

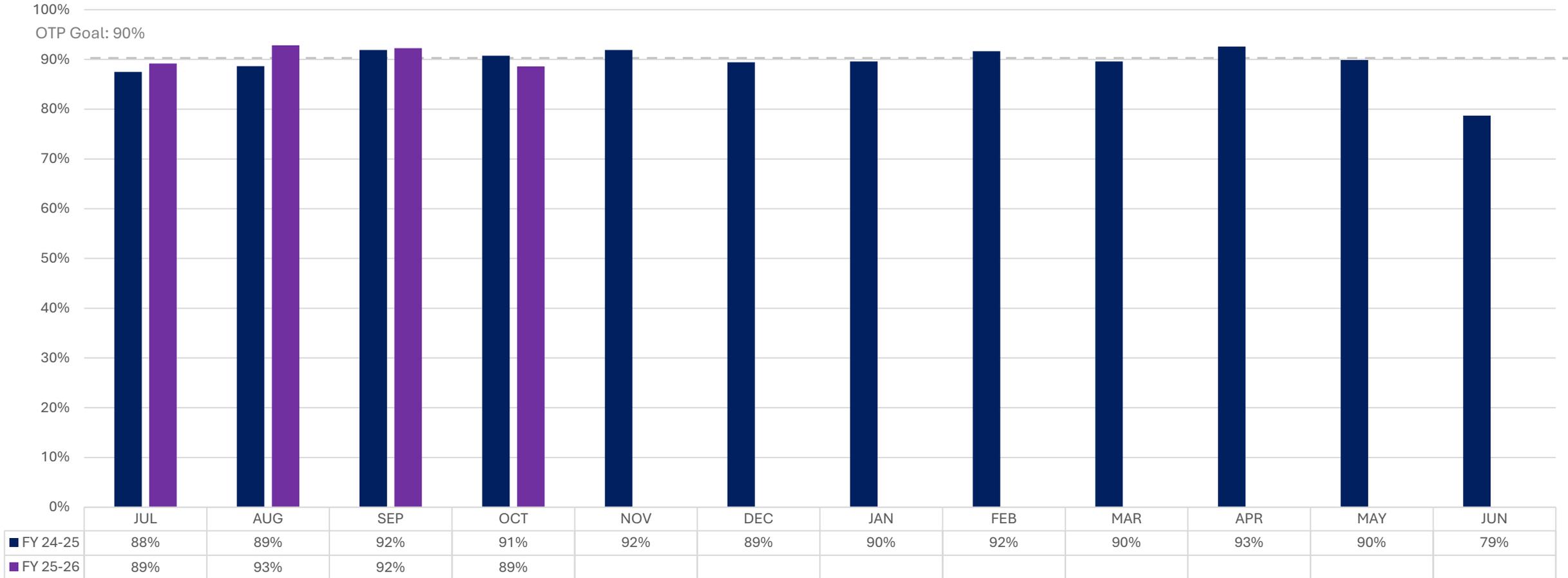


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
FY 24/25	\$563,073	\$554,275	\$566,474	\$654,322	\$475,942	\$486,864	\$613,911	\$550,131	\$583,629	\$634,729	\$625,418	\$588,682	\$6,897,450
FY 25/26	\$607,691	\$620,244	\$671,306	\$663,603									\$2,562,844
FY 25/26 Forecast	\$539,921	\$610,992	\$609,300	\$729,241	\$526,138	\$472,121	\$609,596	\$588,808	\$637,861	\$551,960	\$634,921	\$602,731	\$7,113,590
FY18/19 (Pre-Pandemic)	\$934,823	\$1,017,601	\$901,396	\$1,049,117	\$856,601	\$705,227	\$1,021,424	\$837,812	\$932,548	\$990,292	\$933,163	\$749,848	\$10,929,84



ACE On-Time Performance

ACE On-Time Performance





PREPARED BY TAI GINSBERG &
ASSOCIATES, LLC



MONTHLY REPORT

LATEST LEGISLATIVE &
REGULATORY UPDATES

NOV
2025

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EXECUTIVE SUMMARY

NOVEMBER PRIORITIES

After a record-breaking 43 days, the federal government officially reopened on November 12. The reopening followed mounting pressure from federal employee unions, growing strain on the aviation system, and concerns that 42 million Americans could lose food stamp benefits. Eight Senate Democrats joined most Senate Republicans to advance the agreement that ended the longest shutdown in U.S. history. While the final package did not include an extension of Affordable Care Act (ACA) tax credits that lower health insurance premiums, Senate Leader Thune committed to holding a vote on the issue in December.

While the House remained in recess throughout the shutdown - returning only to approve the Senate-passed continuing resolution (CR) - the Senate continued its work. The Senate Commerce, Science, and Transportation (CST) Committee held hearings and markups to advance key transportation nominees, including Trent Morse to the Metropolitan Washington Airports Authority Board and Michelle Schultz for another term on the Surface Transportation Board.

LOOKING FORWARD

With ACA and energy tax credits set to expire on December 31, 2025, and only a few weeks of session remaining, Congress faces a packed legislative agenda. Beyond the healthcare debate, Armed Services Committee leaders are negotiating a final National Defense Authorization Act (NDAA) with hopes of passing a compromise version this month. The current CR expires on January 30, 2026, giving Congress just 11 calendar weeks to finalize the remaining nine FY 2026 appropriations bills - an uphill climb given ongoing disagreements over funding levels.

Lawmakers aim to regain momentum on bipartisan bills stalled by the shutdown, including Federal Emergency Management Agency (FEMA) reforms and legislation to reauthorize pipeline safety programs. The CR also extended the 2018 Farm Bill through September 30, 2026, removing it from end-of-year negotiations. Furthermore, Congress will continue consideration of Trump Administration nominees.

REOPENING THE GOVERNMENT

OVERVIEW

The federal government officially reopened on November 12 when President Trump signed the spending package ([H.R. 5371](#)) into law after the House approved it via a 222-209 vote. Six Democrats - Representatives Golden (ME), Gluesenkamp Perez (WA), Gray (CA), Cuellar (TX), Suozzi (NY), and Davis (NC) - voted in favor. Two Republicans - Representatives Massie (KY) and Steube (FL) joined most House Democrats in opposition.

Prior to the final House vote, moderate Senate Democrats paved the way for passage by crossing party lines to support the CR. Seven Senate Democrats and one Independent - Senators Shaheen (NH), Durbin (IL), Kaine (VA), Hassan (NH), King (ME), Rosen (NV), Cortez Masto (NV), and Fetterman (PA) - joined all Senate Republicans to pass the measure 60-40 vote on November 9.

In return for their support, Senate Majority Leader Thune promised a December vote on extending the ACA premium tax credits. That vote is expected to fail, and House Speaker Johnson has committed the House to no such vote. President Trump has instead urged Congress to redirect health insurance subsidies directly to individuals, and House Republicans are circulating draft legislation aligned with his proposal. Congress has just four weeks before the credits expire on December 31, 2025.



Politico, 11/12/25



NPR, 11/9/25

Please see the next page for a breakdown of what is included in the package that reopened the government (H.R. 5371).

REOPENING THE GOVERNMENT

APPROVED FUNDING

The package provides full-year FY26 funding for:

- **Military Construction-VA:** \$153.3 billion in net discretionary funding for the Department of Veterans Affairs (VA) and military construction projects plus \$122.3 billion in advance FY2027 appropriations for VA programs.
- **Agriculture-FDA:** \$26.7 billion in net discretionary funding for the U.S. Department of Agriculture (USDA), the Food and Drug Administration (FDA), and related agencies, including \$107.5 billion in mandatory funding for the Supplemental Nutrition Assistance Program (SNAP) and \$8.2 billion in discretionary funding for Special Supplemental Nutrition Program for Women, Infants and Children (WIC).
- **Legislative Branch:** \$7.3 billion in discretionary funding for Congress and legislative branch agencies, including \$2.1 billion for House operations and \$1.5 billion for the Senate.

All other federal agencies are funded at FY24 levels through January 30, 2026, setting up another federal funding clash early next year.

ADDITIONAL CLAUSES

- Reimburses states for federal expenses they covered during the shutdown, including SNAP benefits.
- Requires that agencies reinstate the roughly 4,000 federal employees fired during the shutdown and prohibits new mass federal layoffs through January 30, 2026.
- Extends the 2018 Farm Bill programs and U.S. Grain Standards Act through September 30, 2026.
- Demands phone/communication providers to notify Senate offices of any federal data disclosure requests - an issue tied to subpoenas of eight Republican Senators' data in 2023. The House voted unanimously to repeal the provision. Senate action remains uncertain.



Politico, 11/12/25

SURFACE TRANSPORTATION REAUTHORIZATION

OVERVIEW

The extended federal government shutdown has significantly delayed work on the next surface transportation reauthorization bill. House Transportation and Infrastructure (T&I) Committee Chair Graves (R-MO) now expects to hold a markup early next year, with a floor vote on the House floor in the spring -a shift from his original goal of passage by the end of 2025. Chair Graves says he intends this to be “the most important highway bill” since 1956.

Senate progress has also slowed. The Commerce Committee, which has jurisdiction over the rail title, has not made much progress since soliciting Member-level requests earlier this fall, and Environment and Public Works Committee (EPW) Chair Capito (R-WV) - whose committee has jurisdiction over the highway title - aims to release a draft by year’s end.

DOT TRANSIT PROPOSALS

The Trump Administration has started to weigh in on surface reauthorization. According to reports from Politico, DOT sent two proposals to the White House Office of Management and Budget (OMB) that would sharply reduce transit funding. The administration plans to submit both proposals for inclusion in the surface transportation reauthorization bill.

In its first proposal, the administration considers eliminating an account within the Highway Trust Fund that provides billions of dollars for mass transit, looking instead to divert those funds to a highway construction account. In the proposal, DOT states that a direct user pay model for public transit should be utilized over repurposed money from highway users.

In the second proposal, DOT recommends eliminating the Federal Highway Administration's (FHWA) authority to fund transit projects and prohibiting states from using highway formula dollars for transit projects. The effort notes that in FY2024, states shifted roughly \$1.6 billion from FHWA’s highway account to the Federal Transit Administration for that purpose.

Efforts to eliminate the mass transit account are unlikely to gain traction. House T&I Chairman Graves (R-MO) has committed to a bipartisan bill. When asked about eliminating the transit account, Chairman Graves dismissed the idea responding, “No. It’s been there for 40 years, and I want this to be a bipartisan bill.” While the final package may tilt more heavily toward highway investments, key funding details are still being negotiated.

OTHER LEGISLATIVE UPDATES

PERMITTING REFORM

Permitting reform discussions continued during the shutdown. House Committee on Natural Resources Chair Westerman (R-AR) advanced his bipartisan bill, [H.R. 4776](#), the Standardizing Permitting and Expediting Economic Development (SPEED) Act in a committee markup on November 20. This proposal would amend the National Environmental Policy Act (NEPA) process to set firmer deadlines and limit judicial delays. An adopted amendment would restrict the executive branch's ability to cancel energy projects - helping to resolve an important point of contention in broader negotiations. Representative Westerman is targeting a floor vote this year.

In the Senate, bipartisan discussions continue on a broader permitting reform package addressing transmission infrastructure, a net reduction in emissions, and safeguards for permitted projects to gain Democratic support. Democrats are also pressing the Trump Administration to stop disrupting clean energy funding as part of negotiations.



DOT

DOT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

On November 18, Ranking Member of the House Committee on Transportation and Infrastructure Larsen (D-WA) and Ranking Member of the House Committee on Small Business Velázquez (D-NY) led 88 House Democrats in urging DOT Secretary Duffy to preserve the Disadvantaged Business Enterprise (DBE) program, which supports more than 50,000 small businesses in every state of the union. The Members urged DOT to implement changes to the DBE program that improve fairness, protect small businesses, maintain relevant data, and ensure program stability for project sponsors, construction industry and transportation workers.

Read the letter [here](#).

NOTABLE NOVEMBER HEARINGS & MARKUPS

Trent Morse



CSPAN, 11/6/25

NOVEMBER 5 - SENATE COMMERCE COMMITTEE NOMINATIONS HEARING

Considered:

- Ryan McCormack for Undersecretary of Transportation for Policy;
- Daniel Edwards for Assistant DOT Secretary for Aviation and International Affairs; and
- Trent Morse for the Metropolitan Washington Airports Authority Board.

NOVEMBER 6 - SENATE COMMERCE COMMITTEE NOMINATIONS HEARING

Considered:

- John DeLeeuw as a new Member of the National Transportation Safety Board (NTSB);
- Richard Kloster as a new Member of the Surface Transportation Board (STB); and
- Michelle Schultz to continue as a Member of the STB.

Chair Cruz (R-TX) supported the three nominees and highlighted the importance of the nominees’ experience for the roles. Chair Cruz also commended Department of Transportation Secretary Duffy and Federal Aviation Administration (FAA) Administrator Bedford for protecting aviation safety during the shutdown.

Prior to the hearing, ten Democrats on the Committee, including Ranking Member Cantwell (D-WA), urged Chair Cruz to cancel DeLeeuw’s consideration after the Administration removed former NTSB Vice Chair Alvin Brown (appointed by President Biden) earlier this year. DeLeeuw would replace Brown’s seat on the NTSB. Brown is challenging his dismissal in federal court, as he only served one of his five allotted term years at the NTSB.

Michelle Schultz



CSPAN, 11/6/25

John DeLeeuw



Transportation Topics, 11/13/25

NOTABLE NOVEMBER HEARINGS & MARKUPS

NOVEMBER 19 - SENATE COMMERCE COMMITTEE AVIATION SUBCOMMITTEE HEARING: *FLYING ON EMPTY: HOW SHUTDOWNS THREATEN AIR SAFETY, TRAVEL, AND THE ECONOMY*

Senate Commerce Aviation Subcommittee Chair Moran (R-KS) examined shutdown impacts on the U.S. aviation system and how to ensure the FAA can be insulated from the effects of any future government shutdown. The Senator also called for his Aviation Funding Stability Act to advance. The legislation would allow the FAA to access funds through the Airport and Airway Trust Fund to maintain operations and pay air traffic controllers during funding lapses.

NOVEMBER 19 - SENATE COMMERCE COMMITTEE EXECUTIVE SESSION

Committee votes included:

- Stephen Carmel to be Administrator of the Maritime Administration (21-7);
- Laura DiBella to be a Federal Maritime Commissioner (20-8);
- Ethan Klein to be Associate Director of the Office of Science and Technology Policy (15-13);
- Trent Morse to be a Member of the Board of Directors of the Metropolitan Washington Airports Authority (15-13);
- Timothy Petty to be Assistant Secretary of Commerce for Oceans and Atmosphere (21-7); and
- Michelle Schultz to be a Member of the Surface Transportation Board (18-10).

The committee did not consider Ryan McCormack's nomination to be Undersecretary of Transportation for Policy or John DeLeeuw's selection to the NTSB. According to committee staff, this was because their paperwork was incomplete.

OTHER HEARINGS

November 19 - Senate Commerce Committee Nominations Hearing

- *Adm. Kevin E. Lunday to be the Commandant of the U.S. Coast Guard*



The House held 0 relevant hearings this month.



Senator Moran, 11/19/25

ADMINISTRATION UPDATES

OVERALL IMPACT OF THE SHUTDOWN & REOPENING

With over 650,000 furloughed federal employees returning to work, and about 1.25 million federal workers receiving backpay from the duration of the shutdown, it will likely be a slow return to efficient approvals for grant processing and project authorizations across government agencies.

Programs such as the Supplemental Nutrition Assistance Program (SNAP) and Head Start are now fully operational again, ensuring that the 42 million Americans who rely on SNAP can continue receiving their benefits.

In terms of air travel, more than five million travelers faced cancellations and delays during the shutdown. With the government reopened and air traffic controllers and TSA agents now receiving backpay and full paychecks, the FAA has lifted all restrictions on commercial flights that were imposed at 40 major airports during the shutdown. Impacted airports included major hubs in New York, Chicago, Los Angeles, and Atlanta. The flight cuts started at 4% and grew to 6% before the FAA rolled the restrictions back to 3%. Airlines have since resumed regular operations.

On the economic front, the Congressional Budget Office (CBO) estimates the shutdown reduced U.S. economic growth by 1.5%, resulting in a permanent loss of about \$11 billion in GDP. These losses stem from the reduced number of paid hours for furloughed government employees.



IMPACT ON DOT

Following the government reopening on November 12, DOT modal agencies recalled the 12,000 furloughed DOT employees and restarted paused activities such as research, rulemaking, and contract administration.

Agencies such as the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), which rely heavily on the Highway Trust Fund's contract authority, remained operational. Amtrak also operated under normal conditions during the shutdown, even experiencing a rise in ridership and higher prices for seats as travelers chose rail over air travel delays.

The shutdown reignited the conversation about the critical shortage of air traffic controllers. Secretary Duffy reported that during the shutdown, 15 to 20 retirement-aged controllers left the workforce per day, up from the typical rate of four. Additionally, some newer controllers also resigned during the shutdown.

Although air traffic controllers are once again receiving full federal paychecks, there is still an ongoing nationwide shortage of air traffic controllers. As of last year, the U.S. government was short 3,903 fully certified air traffic controllers from a goal of 14,633. The long-term impact of the shutdown on air traffic controller staffing could be severe and is yet to be fully assessed.

ADMINISTRATION UPDATES

NOMINATIONS UPDATES

On November 19, the Senate Commerce Committee advanced two key transportation nominees:

- Trent Morse to be a Board Member of the Metropolitan Washington Airports Authority (15-13);
- Michelle Schultz to continue serving as a Member of the Surface Transportation Board (18-10).

TRANSPORTATION & INFRASTRUCTURE UPDATES

UNION PACIFIC & NORFOLK SOUTHERN MERGER

- Union Pacific (UP) and Norfolk Southern (NS) cleared their first merger hurdle as shareholders overwhelmingly backed their deal to create the first transcontinental railroad. In separate votes on November 14, nearly 99% of NS shareholders and 99.5% of UP shareholders approved UP's proposed \$85 billion acquisition of NS.
- As part of the deal, NS investors will receive one Union Pacific common share and \$88.82 in cash for each share of Norfolk Southern owned. Meanwhile, UP investors were asked to approve the issuing of new shares of UP common stock in connection with the merger.
- The railroads plan to file their merger application with the Surface Transportation Board in early December.

Trains, 10/16/25

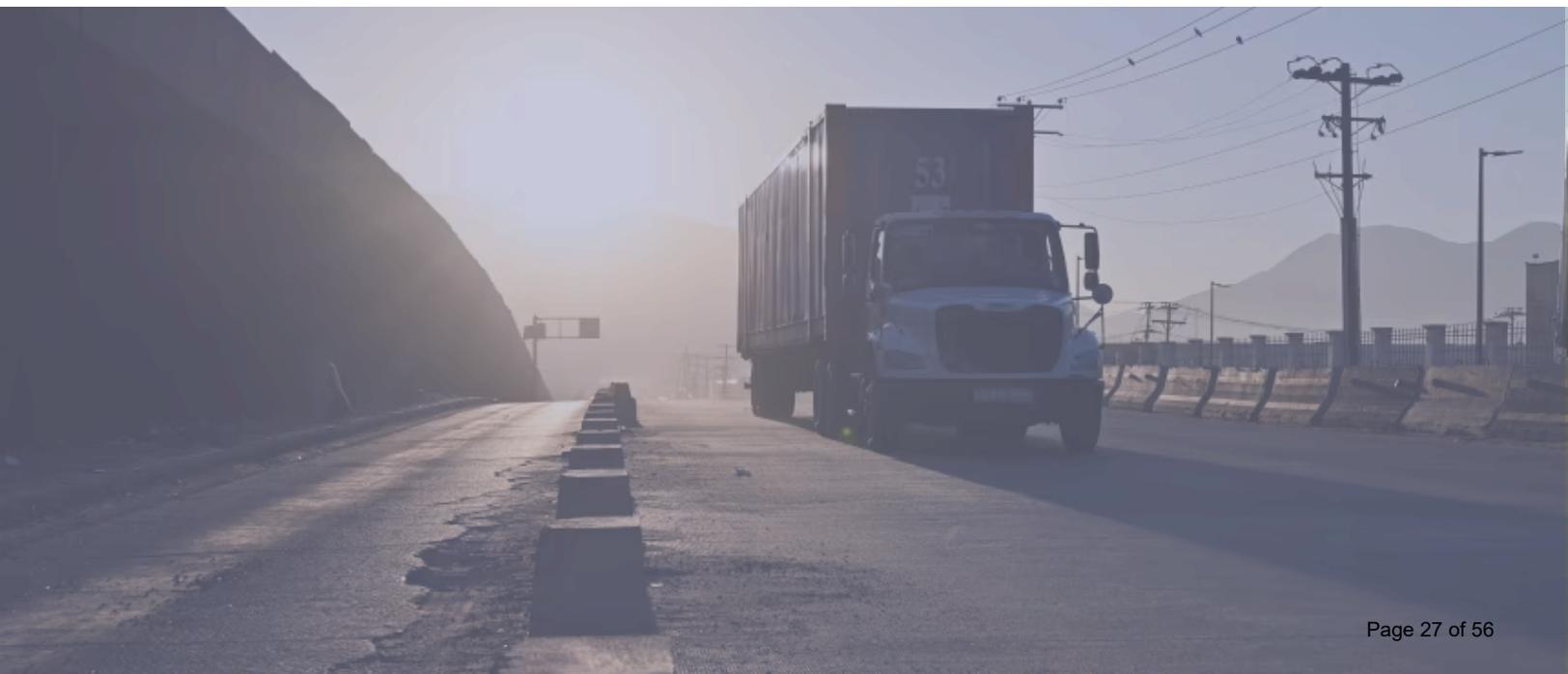


TRANSPORTATION & INFRASTRUCTURE UPDATES

COMMERCIAL DRIVER'S LICENSE REVOCATION

- California plans to revoke 17,000 commercial driver's licenses given to immigrants following President Trump's issuance of an executive order requiring commercial truck drivers to speak, read, and write English proficiently.
- Governor Newsom said the Trump Administration had no influence on this decision. He stated that the licenses were revoked because state officials discovered their expiration dates had passed when the drivers were legally allowed to be in the United States.
- The announcement comes on the heels of two deadly crashes involving undocumented immigrant drivers, which spurred DOT to issue new restrictions that would severely limit which immigrants can obtain commercial driver's licenses for a semitrailer truck or bus. A federal appeals court in the District of Columbia put these new restrictions on hold on November 13, stating that the federal government did not follow proper procedure in drafting the rule and failed to "articulate a satisfactory explanation for how the rule would promote safety." The court said the Federal Motor Carrier Safety Administration's own data shows that immigrants who hold these licenses account for roughly 5% of all commercial driver's licenses but only about 0.2% of all fatal crashes.

CNN, 11/14/25





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SAN JOAQUIN REGIONAL RAIL COMMISSION

Meeting of December 5, 2025

STAFF REPORT

Item 6

ACTION

Adopt a Resolution Authorizing Staff to Pursue an Alternative Solution to Update and Modernize Passenger Information Display System (PIDS) at ACE Stations and Funding Authorization for the Operations and Maintenance of the Current Legacy PIDS System

Background:

In 2018, the Capitol Corridor Joint Powers Authority (CCJPA) began developing a replacement Passenger Information Display System (CalPIDS) intended for Capitol Corridor, ACE, and the Gold Runner services. Passenger Information Display Systems (PIDS) provide real-time train arrival information, delay messaging, synchronized audio announcements, and ADA-compliant notifications.

CalPIDS development has experienced significant delays. The original 2021 delivery estimate has shifted, and CCJPA now anticipates completing its own stations in late 2026, after which, work would begin at ACE stations. This timeline for ACE remains uncertain. Meanwhile, ACE's *Legacy PIDS* are nearing the end of their useful life, creating increasing reliability and compliance concerns.

Project Update:

Staff have evaluated whether to continue participating in the CalPIDS project or pursue an independent approach. The assessment included a review of technical capabilities, delivery challenges, partner readiness, and long-term operational needs. Several concerns were identified with the CalPIDS approach, including:

- Limited software functionality
- Unclear long-term operating costs
- CCJPA's limited capacity to manage public works and federal procurements

Following this evaluation, Staff recommends that the San Joaquin Regional Rail Commission (Rail Commission) pursue an alternative, modern PIDS solution designed for ACE. This direction would allow the agency to modernize technology, integrate PIDS with the upcoming signage and wayfinding program, and develop a scalable platform for both ACE and future Valley Rail stations.

Should the Rail Commission approve this recommended direction, Staff would return at a future meeting with a request for funding to procure a technical consultant who would assist with the development of a detailed project plan, documentation of project requirements, and creating a scope of work for future project procurements.

In the interim, CCJPA will continue to operate and maintain the *Legacy PIDS* system as they have done for the past several years. The agreement with CCJPA to cover past, current, and future costs needs to be updated, and Staff is requesting budget authorization of \$350,000.

Fiscal Impact:

Expenses and Revenues for the first year of the Agreement will be amended into the Fiscal Year 2025/2026 Operating budget. Future years' costs will be brought before the Board for consideration as part of the annual Budget approval process.

Recommendation:

Adopt a Resolution Authorizing Staff to Pursue an Alternative Solution to Update and Modernize Passenger Information Display System (PIDS) at ACE Stations and Funding Authorization for the Operations and Maintenance of the Current Legacy PIDS System.

SJRRC RESOLUTION 25/26 –

RESOLUTION AUTHORIZING STAFF TO PURSUE AN ALTERNATIVE SOLUTION TO UPDATE AND MODERNIZE PASSENGER INFORMATION DISPLAY SYSTEM (PIDS) AT ACE STATIONS AND FUNDING AUTHORIZATION FOR THE OPERATIONS AND MAINTENANCE OF THE CURRENT LEGACY PIDS SYSTEM

WHEREAS, in 2018, the Capitol Corridor Joint Powers Authority (CCJPA) began developing a replacement Passenger Information Display System (CalPIDS) intended for Capitol Corridor, ACE, and the Gold Runner; and

WHEREAS, the original 2021 delivery estimate has shifted [for CalPIDS development], and CCJPA now anticipates completing its own stations in late 2026, after which work would begin at ACE stations; and

WHEREAS, Staff have evaluated whether to continue participating in the CalPIDS project or pursue an independent approach; and

WHEREAS, following this evaluation, Staff recommends that the San Joaquin Regional Rail Commission (Rail Commission) pursue an alternative, modern PIDS solution designed for ACE; and

WHEREAS, should the Rail Commission approve this recommended direction, Staff would return at a future meeting with a request for funding to procure a technical consultant who would assist with the development of a detailed project plan, documentation of project requirements, and creating a scope of work for future project procurements; and

WHEREAS, in the interim, CCJPA will continue to operate and maintain the legacy PIDS system as they have done for the past several years; and

WHEREAS, the agreement with CCJPA to cover past, current, and future costs needs to be updated, and Staff is requesting budget authorization of \$350,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the San Joaquin Regional Rail Commission hereby Authorizes Staff to Pursue an Alternative Solution to Update and Modernize Passenger Information Display System (PIDS) at ACE Stations and Funding Authorization for the Operations and Maintenance of the Current Legacy PIDS System.

PASSED AND ADOPTED, by the San Joaquin Regional Rail Commission this 5th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

SAN JOAQUIN REGIONAL RAIL
COMMISSION

DAVID LIPARI, Interim Secretary

LISA CRAIG-HENSLEY, Chair

SAN JOAQUIN REGIONAL RAIL COMMISSION

Meeting of December 5, 2025

STAFF REPORT

Item 7

INFORMATION

Stockton Diamond Grade Separation Project Delivery Update

Background:

At the October 3, 2025, board meeting, Staff presented the challenges associated with the Stockton Diamond Grade Separation Project, as well as proposed next steps, summarized below, to transfer the project to a new agency to implement the bid and construction phases.

Next Steps:

- Prepare the project and documents for transfer to a new implementing agency.
- Shift Senate Bill (SB)132 and Transit and Intercity Rail Capital Program (TIRCP) funding from Stockton Diamond to Valley Rail Phase 1 projects and address other grant funding sources.
- Work with the State of California (California State Transportation Agency [CalSTA] and California Department of Transportation [Caltrans]) to find a suitable delivery agency that can advertise and construct the 'Mega Project' (to resolve cash flow and resource capacity issues).

Staff will present updates and progress made on the following:

- Plans, Specifications, and Estimate (PS&E) - The project documents, including plans, specifications, and estimate, are substantially complete and ready for transfer to a new implementing agency.
- Funding Shift – Staff worked with Caltrans and CalSTA to update the Program Allocation Plan (PAP) to shift funds from the Stockton Diamond Project as follows:
 - SB132 – Shift \$63,747,367 to Valley Rail South
 - TIRCP Cycle 3 & Cycle 6 – Shift \$50,786,000 to Valley Rail North
 - TIRCP Cycle 7 – Shift \$55,000,000 to Valley Rail North
 - The updated PAP and the de-allocation request were submitted to Caltrans on December 1, 2025, for review and approval is anticipated at the January 29 and 30, 2026, California Transportation Commission meetings.
- Coordination with the State of California – Staff met with Caltrans and CalSTA on October 24 and November 3, 2025, to discuss the project transition strategy. The following next steps were identified:
 - Establish a Working Group to continue discussions and make progress,
 - Develop an interagency/co-op agreement to officially hand off the project, and
 - Work with Caltrans to develop a service agreement with host railroads.

The first Working Group meeting will be scheduled in January 2026, and the subsequent meetings will be held quarterly.

Fiscal Impact:

There is no fiscal impact at this time. Subsequent items will address fiscal impacts to specific grant agreements and the Rail Commission Work Program and Budget adjustment.

Recommendation:

This is an information item only. No action is being requested.

SAN JOAQUIN REGIONAL RAIL COMMISSION
Meeting of December 5, 2025

STAFF REPORT

Item 8

INFORMATION

ACE 02 Year-One Performance Update

Background:

The transition from the former late-evening ACE 10 service to the newly introduced earlier-returning ACE 02 train has produced clear operational and ridership benefits for the ACE system (see Figure 1 for schedule). This strategic adjustment was approved by the Board on October 4, 2024, implemented on November 18, 2024, and was designed to address persistent ridership imbalances across the peak return trips, strengthen service reliability, and better align train schedules with customer demand patterns. Early results strongly indicate that the change has achieved the intended outcomes.

Under the prior schedule, ACE 10—operating as the latest return option—historically carried significantly lower ridership than the other evening trains. Despite modest year-over-year increases (6,763 riders in FY23/24 Q1 rising to 7,935 in FY24/25 Q1), ACE10 continued to underperform relative to the rest of the schedule and did not contribute meaningfully to balancing peak-hour passenger loads.

Recent FY25/26 Q1 data (Figure 2) indicates that the introduction of ACE 02 as an earlier return train has measurably improved system-wide distribution and overall ridership productivity. During the latest quarter, ACE 02 carried 24,293 riders, more than triple the volume ACE 10 carried in the same period the prior year. This substantial increase demonstrates that riders are responding positively to an earlier return option that aligns more closely with post-COVID commute patterns.

Importantly, the introduction of ACE 02 has contributed to a more uniform ridership profile across the return trips. ACE trains 04, 06, and 08—which already exhibited strong growth—continued to experience incremental ridership growth into FY25/26 Q1.

Passenger Feedback

In September 2025, Staff conducted a survey of ACE 02 riders to gain insight into how effective this earlier train service was from the riders' perspective. During the month that the survey was conducted, the average daily ridership for ACE 02 was 300, and the total number of survey respondents was 150. Some of the high-level findings included:

- 20% of respondents were new to the service, with 87% transitioning from ACE 04.
- 50% of respondents found out about ACE 02 through 'word of mouth' and 26% through online search/ACE Rail Website.
- 96% of respondents were either Satisfied or Very Satisfied (76%) with the ACE 02 schedule.

Overall, this schedule change not only replaced an underperforming late train with a significantly stronger service offering, but also advanced broader system goals of balanced ridership distribution, improved customer experience, and more efficient utilization of train capacity.

Figure 1

ACE02 Schedule	
San Jose	2:10 PM
Santa Clara	2:15 PM
Great America	2:24 PM
Fremont	2:45 PM
Pleasanton	3:08 PM
Livermore	3:22 PM
Vasco	3:27 PM
Tracy	3:56 PM
Lathrop	4:08 PM
Stockton	4:32 PM
Run Time 2hrs 22 mins	

Figure 2

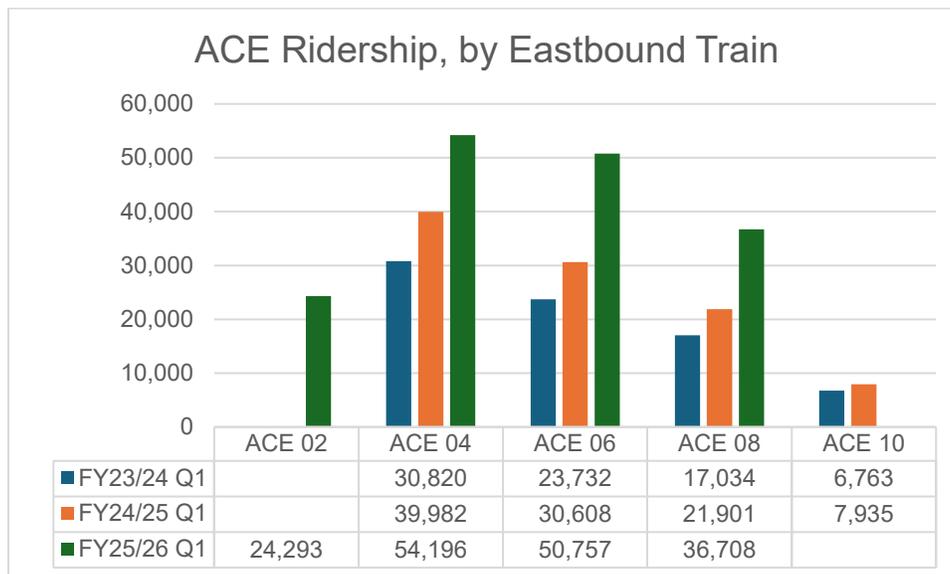
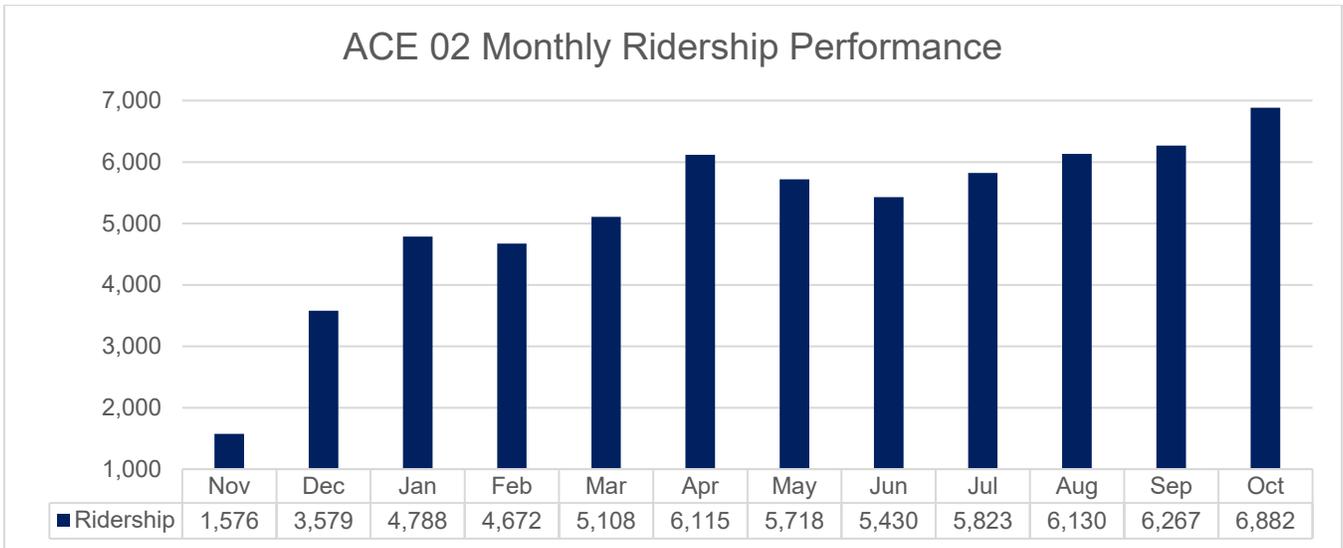


Figure 3



**Ridership levels are affected by the number of ACE operating days each month*

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an information item. There is no action being requested.

SAN JOAQUIN REGIONAL RAIL COMMISSION

Meeting of December 5, 2025

STAFF REPORT

Item 16

ACTION

Adopt a Resolution Approving Employment Contract for the Position of Chief Executive Officer

Background:

The Chief Executive Officer is a direct report to the San Joaquin Regional Rail Commission (Rail Commission) and is retained pursuant to an Employment Contract that requires approval of the regular voting members of the Rail Commission.

Following the announcement of Executive Director Stacey Mortensen's retirement, the regular voting members of the Rail Commission formed an ad hoc committee consisting of the Board Chair and Vice-Chair to draft a job description for the newly created CEO position, retain a professional recruiting firm, conduct a recruitment, and make candidate recommendations to the Rail Commission. Following consideration of six (6) recruitment firms, the ad hoc committee interviewed two (2) firms and selected and retained Krauthamer & Associates (K&A), a nationwide recruitment firm with experience placing executives with rail and transit public agencies. Based on the direction of the ad hoc committee, a nationwide search was conducted. Twenty-four (24) applications were received during the recruitment period, and the candidate pool was reduced to the thirteen (13) most qualified applicants. The ad hoc committee then selected and interviewed six (6) candidates, of which two (2) were chosen to move forward for in-person interviews with the regular voting members of the Rail Commission.

The regular voting members of the Rail Commission met in Closed Session, pursuant to Government Code section 54957.6(b)(1), to discuss the CEO recruitment and conduct candidate interviews on October 22, 2025, and November 5, 2025. At the November 5, 2025, meeting, the regular voting members of the Rail Commission authorized the ad hoc committee to enter into negotiations with the top-rated candidate. The ad hoc committee then directed General Counsel to develop a proposed Employment Contract for consideration by the regular voting members of the Rail Commission at its regular meeting on December 5, 2025.

Key terms of the proposed agreement, attached to the Resolution, include: (i) an employment start date of January 5, 2026; (ii) a term of three (3) years with a two (2) year option; (iii) a starting salary of \$350,000 subject to annual increases of not less than a rate equal to the December Annual Consumer Price Index – All Urban Consumers for the San Francisco-Oakland-Hayward, California region published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI), pending satisfactory performance reviews; (iv) health and retirement benefits to the same extent as other Senior Management-level employees as set forth in the SJRRC Personnel Manual; (v) a six (6) month severance payable if employment is terminated without cause; and (vi) a one-time relocation and temporary housing stipend in the amount of \$40,000, subject to applicable taxes and withholdings, payable on the first pay period following commencement of employment.

Based on the foregoing, it is recommended that the regular voting members of the Rail Commission approve the Employment Contract between the Rail Commission and Christopher P. Orlando for the position of Chief Executive Officer, with a commencement date of January 5,

2026, subject to the terms and conditions set forth in the Employment Contract attached to the Resolution.

Fiscal Impact:

The budget for the remainder of FY25/26 is sufficient to fund the position and cover costs and benefits set forth in the employment contract. Future years' salary and employee benefits will be allocated through the development of the annual budget.

Recommendation:

Adopt a Resolution Approving Employment Contract for the Position of Chief Executive Officer.

SJRRC RESOLUTION 25/26-

RESOLUTION OF THE OF THE BOARD OF COMMISSIONERS OF THE SAN JOAQUIN REGIONAL RAIL COMMISSION APPROVING EMPLOYMENT CONTRACT FOR THE POSITION OF CHIEF EXECUTIVE OFFICER

WHEREAS, the San Joaquin Regional Rail Commission (Rail Commission) appointed an ad hoc committee to conduct a recruitment for a Chief Executive Director (CEO); and

WHEREAS, the ad hoc committee, following interviews with six (6) recruiting firms, selected and retained Krauthamer & Associates (K&A), a nationwide recruitment firm with experience placing executives with rail and transit public agencies; and

WHEREAS, a nationwide search was conducted, and twenty-four (24) applications were received and the candidate pool reduced to the thirteen (13) most qualified applicants, the ad hoc committee selected and interviewed six (6) candidates, of which two (2) were eventually chosen to move forward for in-person interviews with the regular voting members of the Rail Commission; and

WHEREAS, the regular voting members of the Rail Commission have interviewed candidates for CEO and directed that the ad hoc committee enter into negotiations with the top-rated candidate; and

WHEREAS, following negotiations for salary and benefits with the top-rated candidate, the ad hoc committee directed General Counsel to draft an Employment Contract for consideration by the Rail Commission; and

WHEREAS, on review of the Employment Contract, the regular voting members of the Rail Commission decided to appoint Christopher P. Orlando as CEO on the terms and conditions set forth in the Employment Contract.

NOW, THEREFORE, BE IT RESOLVED that the regular voting members of the Board of Commissioners of the San Joaquin Regional Rail Commission hereby approve the Employment Contract with Christopher P. Orlando for the position of Chief Executive Officer in the form attached hereto as Attachment 1.

PASSED AND ADOPTED, by the Regular Voting Members of the Board of Commissioners this 5th day of December 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

SAN JOAQUIN REGIONAL RAIL
COMMISSION

DAVID LIPARI, Interim Secretary

LISA CRAIG-HENSLEY, Chair

Attachment 1

EMPLOYMENT CONTRACT FOR CHIEF EXECUTIVE OFFICER

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of December 2025, by and between the San Joaquin Regional Rail Commission, a joint powers agency organized under the laws of the State of California, hereinafter called "Employer" or "SJRRRC," and Christopher P. Orlando hereinafter called "Employee." Employer and Employee are referred to individually as "Party" and collectively as "Parties".

The Parties agree as follows:

SECTION 1. DUTIES

- A. Employer hereby employs Employee as Chief Executive Officer ("CEO"), a full-time, FLSA-exempt, Senior Management level position. Employee shall competently perform those functions, duties, and responsibilities consistent with the position of CEO, as set forth in Exhibit A and as may be determined from time to time by Employer (collectively "Duties"). Employee shall carry out their Duties with reasonable care, diligence, skill, and expertise in compliance with all applicable lawful directives of Employer, state, local, and federal laws; and Employer's policies, rules, and ordinances as they may exist or may hereafter be amended. Employee shall report to and take direction from Employer's Board of Directors (the "Rail Commission"). Additionally, Employee shall be expected to work with Employer's General Counsel and in support of the functions, duties, and responsibilities of the General Counsel.
- B. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer, with the exception of General Counsel, consistent with California law and policies of Employer and the ordinances and governing documents of Employer, which authority may be delegated by Employee to such other employees of Employer as Employee deems appropriate.
- C. Except as may be provided by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which Employee deems necessary for the efficient and effective operation of SJRRC. Notwithstanding the foregoing, all revisions, additions, or deletions to the SJRRC Personnel Manual are subject to approval by the Rail Commission.
- D. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of the Rail Commission and its subsidiary committees, both public and closed, with the exception of those closed meetings devoted to the subject of this Employment Contract, or any amendments thereto, or the Employee's evaluation or any complaint or grievance lodged against Employee, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.

- E. Except as may be provided by applicable law, regulation, or this Employment Contract, Employee shall carry out the Rail Commission's lawful policy directives, goals, and objectives, as communicated to Employee by the Rail Commission. Employee shall present information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions of SJRRC.

SECTION 2. TERM

- A. The term of this Employment Contract shall commence on January 5, 2026 ("Commencement Date") and will continue for three (3) years from the Commencement Date, with an option of the Rail Commission to extend the term for an additional two (2) years and will continue unless terminated earlier by either Party as provided herein.
- B. In the event Employer does not intend to extend this Employment Contract beyond its then expiration, it shall notify Employee in writing within four (4) months prior to the then effective date of expiration of its intent not to extend the term.

SECTION 3. TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

- A. Employee in their position as CEO serves at the will of the Rail Commission and may be removed by the Rail Commission and their employment thus terminated at any time with or without cause or notice. Further, nothing in this Employment Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time on ninety (90) calendar days written notice to the Rail Commission.
- B. In the event the Rail Commission votes to terminate this Employment Contract without cause, Employee shall be entitled to a cash settlement equal to six (6) months' salary ("Severance") subject to the limitation in Government Code section 53260 as set forth below. No other forms of compensation or benefits are included in the severance, other than any that may be required by state or federal law. It is mutually understood and agreed that upon any termination of this Employment Contract without cause and for the convenience of the Employer, the Severance shall constitute the only obligation owed by Employer to Employee.

Notwithstanding the foregoing, if this Employment Contract is terminated for any reason, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months left on the term of the Employment Contract, but not more than the monthly salary of the Employee multiplied by 18 and, except as otherwise provided by this Employment Contract or by law, they shall be precluded from recovering anything else of value from Employer by reason of the termination. The Parties acknowledge the provisions of Government Code section 53260, which reads in relevant part:

- a. *All contracts of employment between an employee and a local agency employer shall include a provision that provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive*

shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract [except that:]

i. If the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

b. The cash settlement formulas described in subdivision (a) are maximum amounts that may be paid by a local agency employer to an employee and not a target or example of the amount of the cash settlement to be paid by a local agency employer to an employee in all contract termination cases.

C. Notwithstanding the foregoing, Employer may terminate Employee's employment at any time for "Cause" (as hereinafter defined) immediately upon written notice to Employee and Employee shall not be eligible to receive, and Employer shall not be obligated to pay, any severance amounts or continue any benefits not required by law. Such written notice to Employee shall set forth with reasonable specificity Employer's basis for such termination. For purposes of this Employment Contract, "Cause" for termination will exist at any time after the happening of one or more of the following events, in each case as determined in good faith by Employer: (a) Employee's (i) willful misconduct, gross negligence, or dishonesty in the performance of their duties which is not remedied (if remediable) within twenty (20) business days after written notice from Employer, which written notice shall state that failure to remedy such conduct may result in termination for Cause; (ii) willful refusal to comply in any material respect with the legal directives of Employer so long as such directives are not inconsistent with Employee's position and duties, or a material breach of this Employment Contract or any written Employer policy which if not remedied (if remediable) within twenty (20) business days after written notice from Employer, which written notice shall state that failure to remedy such conduct may result in termination for Cause; or (iii) willful violation of any material policy of the Employer including, without limitation, the Employer's policies against unlawful harassment, discrimination, or retaliation, which is not remedied (if remediable) within twenty (20) business days after written notice from Employer, which written notice shall state that failure to remedy such conduct may result in termination for Cause; (b) Employee's deliberate attempt to cause injury to the reputation of SJRRC or the San Joaquin Joint Powers Authority (SJJPA); (c) Employee's commission of any act of fraud, willful misrepresentation, misappropriation, embezzlement or any act of similar gravity involving moral turpitude, whether or not related to the Employee's employment with Employer; (d) Employee's conviction of or plea of guilty or nolo contendere to any felony or other crime involving moral turpitude; or (e) Employee's abuse of controlled substances or alcohol which materially impairs the goodwill or business of Employer or causes material damage to its property, goodwill or business or impairs Employee's fulfillment of their Duties. For purposes of this section, no act or failure to act on the part of the Employee shall be considered "willful" or "deliberate" unless it is done, or omitted to be done, by the Employee in bad faith or without reasonable belief that the Employee's act or omission was in the best interests of the Employer.

D. In the event that Employee dies during their employment, the employment relationship shall terminate, and the Employer shall pay all compensation earned through the date of death to the Employee's spouse, personal representative, or estate. In the event that Employee is disabled for a period of ninety (90) calendar days or more during their employment, the

Employer shall have the right to terminate the employment relationship by giving written notice to the Employee and the termination shall be effective ten (10) calendar days following such notice. For purposes of this section, "disabled" means the Employee's inability, due to physical or mental incapacity, to perform the essential functions of the Employee's job, with or without reasonable accommodation. The Parties agree that the disability of the Employee beyond ninety (90) calendar days would create an undue hardship for the Employer given the size and resources of the Employer, the type of operations engaged by the Employer, and the position and Duties of the Employee. In the event of Employee's death or disability as herein defined, Employer shall not be obligated to pay any severance amounts or continue any benefits not required by law.

- E. In the event Employer terminates Employee for Cause, Employee's sole remedy shall be judicial action in declaratory relief to determine whether there was Cause. If the court determines there was no Cause, Employee shall receive the severance pay provided in this Section 3 and reasonable attorney's fees determined by the court of jurisdiction, but no other damages, litigation costs or expenses. Further, Employer shall not be obligated to pay any severance amounts or continue any benefits in the event Employee voluntarily resigns their employment.
- F. Employee shall remain in the exclusive employment of Employer and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer. Employee shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off, nor an appropriate level of community service, nor attendance at seminars, conventions or similar events.
- G. Nothing in this Employment Contract shall prevent, limit, or otherwise interfere with (i) Employee's at-will status of employment with Employer; (ii) the right of Employer to terminate Employee's employment as provided in this Employment Contract; or (iii) the right of Employee to resign from their employment.

SECTION 4. DISPUTE RESOLUTION PROCEDURE

- A. Informal Meet and Confer: The Parties agree to meet informally as the first step toward resolution of any dispute associated with this Employment Contract. Employer may be represented by a representative of its choosing, and Employee may be represented as well.
- B. Rail Commission Resolution: If the Parties are unable to resolve the matter of the dispute informally through meet and confer, the matter of the dispute shall be submitted to the Regular Voting Members of the Rail Commission for final resolution at a noticed closed session of the Rail Commission within thirty (30) calendar days of submittal, and shall make a final determination on the matter within forty-five (45) calendar days of the initial meet and confer session, unless the Employee and Rail Commission mutually agree to a longer

period.

- C. Litigation: Except as otherwise provided in Section 3, as to matters not covered by this Section 4, neither Party shall commence any litigation, arbitration, or other formal dispute resolution process until the process described in Sections 4 (A) and (B) have been completed.

SECTION 5. ABUSE OF OFFICE OR POSITION

Notwithstanding anything in this Employment Contract to the contrary, and specifically Sections 3 and 4 above, pursuant to the requirements of Government Code Section 53243, if Employee is convicted of a crime involving an abuse of their office or position, all of the following shall apply:

- A. If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse Employer such amounts paid. In no event shall administrative pay under this Section 5 exceed thirty (30) calendar days.
- B. If Employer pays for the criminal legal defense of Employee, which would be in the sole discretion of Employer, Employee shall be required to reimburse Employer for such amounts paid.
- C. If this Employment Contract is terminated, any severance pay (as set forth in Section 3 above) related to the termination that Employee may receive from Employer shall be fully reimbursed to Employer or shall be void if not yet paid to Employee. For purposes of this Section 5, abuse of office or position means either:
 - 1. An abuse of public authority, including, but not limited to waste, fraud, and violation of law under color or authority; or
 - 2. A crime against public justice, including, but not limited to the crimes described in Title 5 through and including Tile 7 of Part 1 of the California Penal Code.

SECTION 6. SALARY

- A. Employer agrees to pay Employee for their duties as CEO a base salary of \$350,000 per year payable in installments at the same time as other employees of Employer are paid, subject to the usual and normal withholdings for wages required by state, federal, or local law.

Employer may increase the base salary of Employee to such extent as the Rail Commission may determine is desirable to do so from time to time on the basis of a performance evaluation of Employee. Any and all adjustments to Employee's compensation will be obtained through negotiation with the regular voting members of the Rail Commission and are not governed by Employer's personnel policies and procedures.

SECTION 7. PERFORMANCE EVALUATION

- A. Employer shall review and evaluate the performance of Employee six (6) months after commencement of this Employment Contract, at an additional six (6) months thereafter, and at least once annually thereafter.
- B. Beginning one year after the Commencement Date and continuing annually thereafter, Employee shall receive a cost-of-living increase to base salary of no less than a rate equal to the December Annual Consumer Price Index – All Urban Consumers for the San Francisco-Oakland-Hayward, California region published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI) for the prior calendar year.
- C. Notwithstanding the foregoing, performance evaluations may be conducted more frequently, at Employer's sole discretion. Such evaluations shall be conducted jointly by the Chairperson of the Rail Commission and/or the regular voting members of the Rail Commission and Employee and will include a review of Employee's accomplishment of objectives and performance goals established by Employer for the preceding evaluation period. The mere fact that a performance evaluation is conducted does not entitle Employee to any change in base salary or benefits.

SECTION 8. HOURS OF WORK

Employee is exempt from the overtime provisions of state and federal law, however Employee is expected to work such business and non-business hours as are necessary to accomplish the goals of their employment. Employer recognizes that Employee must devote a great deal of time to the business of Employer outside of Employer's customary office hours, and to that end Employee may vary their work schedule each day and week in accordance with the work required to be performed.

SECTION 9. VACATION AND SICK LEAVE

- A. Employee shall accrue, and have credited to their personal account, the following leaves:
 - (i) sick leave at the rates established in Employer's Personnel Manual for employees of Employer;
 - (ii) vacation at the rates established in Employer's Personnel Manual for employees of Employer, accruing at the rate of an employee in their eleventh (11th) year of employment; and
 - (iii) all other Employer-authorized leave to the same extent as other Senior Management-level employees.
- B. Neither vacation nor sick leave may be accrued beyond the limits specified in the SJRRC Personnel Manual. Upon reaching the accrual limit for either accrual of vacation or sick leave, as the case may be, accrual shall cease and no further accrual shall occur until vacation or sick leave, as the case may be, is taken so as to reduce the accrual amount to below the accrual limit, except as may be otherwise provided in the SJRRC Personnel Manual for exempt employees.

C. Upon termination of employment, accrued and unused vacation will be paid to Employee at Employee's then rate of pay. There shall be no payout of accrued and unused sick leave.

SECTION 10. DISABILITY, HEALTH, AND LIFE INSURANCE

Employee shall be provided disability, health, dental, vision, and life insurance benefits to the same extent as other Senior Management-level employees as set forth in the SJRRC Personnel Manual as it may hereafter be amended.

SECTION 11. RETIREMENT

Employee shall be entitled to participate in Employer's retirement plans to the same extent as other Senior Management-level employees. Employer's retirement plans for Senior Management-level employees is set forth in the SJRRC Personnel Manual.

SECTION 12. DUES AND SUBSCRIPTIONS

Employer shall budget and pay for the professional dues and subscriptions of Employee in national, regional, state, and local associations and organizations as reasonably necessary and desirable for their continued professional participation, growth, and advancement and for the good of Employer.

SECTION 13. PROFESSIONAL DEVELOPMENT

The Rail Commission recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to the CEO's service to Employer. To the extent that such costs are budgeted by Employer, Employer shall pay directly or reimburse Employee for attendance at professional conferences, in accordance with Employer's travel and reimbursement policies as set forth in the SJRRC Personnel Manual and applicable laws.

SECTION 14. REIMBURSEMENT EXPENSES

Employee will receive reimbursement for all sums necessarily incurred and paid by Employee in the performance of their duties, including, but not limited to mileage traveled for SJRRC business in their personal vehicle, at the IRS rate and under the terms and conditions set forth in the SJRRC Personnel Manual as may be amended from time to time. Employee shall submit a claim form to Employer in the form and manner required of any employee for requesting reimbursement of expenses. Employer may, at its option, provide Employee with a credit card issued in the name of Employer for use for such expenses.

SECTION 15. RELOCATION AND TEMPORARY HOUSING STIPEND

Employer shall provide Employee a one-time relocation and temporary housing stipend in the amount of \$40,000, subject to applicable taxes and IRS contributions paid by Employee, payable on the first pay period following the Commencement Date.

SECTION 16. INDEMNIFICATION, INSURANCE, AND BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employer shall defend, save harmless, and indemnify Employee in accordance with Division 3.6. of the California Government Code, sections 800 et seq., arising out of alleged act or omission occurring in the performance of Employee's duties in accordance with the provision of Government Code Section 825 and provide a defense in accordance with Government Code Section 995. Employer may decline to defend and/or indemnify Employee only as permitted by the Government Code. Employer may compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This Section 16 shall survive any termination or resignation of Employee or expiration of this Employment Contract. Notwithstanding the foregoing, Section 16 is not intended to provide any rights or remedies in excess of those provided under California law.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Employer, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Contract, the SJRRC joint powers agreement or by-laws, or any other law.
- B. Unless otherwise specifically provided herein, all provisions of the SJRRC Personnel Manual, and all other adopted policies, regulations, and rules of Employer as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of Employer, including, but not limited to, conduct rules and working conditions.

SECTION 18. NOTICES

Notices pursuant to this Employment Contract shall be in writing and deposited with the United State Postal Service, postage prepaid, addressed as follows:

Employer: San Joaquin Regional Rail Commission,
949 E. Channel Street
Stockton, CA 95202

Employee: Christopher P. Orlando

[Redacted]

[Redacted]

Alternatively, notices required pursuant to this Employment Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or three (3) business days following the date of deposit of such written notice with the United States Postal Service.

SECTION 19. GENERAL PROVISIONS

- A. The provisions set forth in this Employment Contract shall constitute the entire agreement between the Parties.
- B. No alteration or variation of the terms of this Employment Contract shall be valid unless made in writing and signed by the Parties; further, no oral understanding or agreement not incorporated herein shall be binding on the Parties.
- C. This Employment Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- D. If any provision, or any portion thereof, contained in this Employment Contract is held unconstitutional, invalid or unenforceable, the remainder of this Employment Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. Employee and Employer affirm in signing this Employment Contract, that they have each had an opportunity to review and consider the same, and to have it reviewed and to receive advice from independent advisors or their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Employment Contract.
- F. This Employment Contract shall not be construed against either Party as the author or drafter hereof.
- G. This Employment Contract shall be interpreted and enforced in accordance with California law.
- H. The venue for any litigation to interpret or enforce this Employment Contract shall be with the San Joaquin County Superior Court, Stockton Division.
- I. Each Party agrees that this Employment Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Employment Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

J. Employee acknowledges that this Employment Contract is a public record under the California Public Records Act (Gov. C. §6250 et seq).

IN WITNESS WHEREOF, the San Joaquin Regional Rail Commission has caused this Employment Contract to be signed and executed on its behalf by its Chairperson and duly attested by its Secretary, and the Employee has signed and executed this Employment Contract, both in duplicate, on the day and year first above written.

“EMPLOYER”
SAN JOAQUIN REGIONAL RAIL
COMMISSION

“EMPLOYEE”

By: _____
Lisa Craig-Hensley, Board Chair

By: _____
Christopher P. Orlando

ATTEST:

By: _____
David Lipari, Interim Secretary

APPROVED AS TO FORM:

By: _____
Janice D. Magdich, General Counsel

Chief Executive Officer

STATUS: FLSA Exempt

SUMMARY

Accountable to and working under the policy direction of the San Joaquin Regional Rail Commission (Rail Commission), the Managing Agency of the San Joaquin Joint Powers Authority (Authority), the Chief Executive Officer is responsible for the administration and daily operation of the ACE commuter rail services and the San Joaquin Corridor intercity passenger rail services, and the Valley Rail Expansion Program. The Chief Executive Officer plans, organizes, directs, and administers all functions of the Rail Commission and the Authority, makes recommendations, develops strategic and tactical plans, identifies and secures funding opportunities for the Rail Commission and the Authority and executes on their policy decisions and directions.

The position of Chief Executive Officer is distinguished by its overall responsibility for all aspects of the administration, management, and development of Rail Commission and Authority functions and programming and is fully accountable for ensuring that the Commission's operations are delivered in a safe, effective, reliable, timely, and affordable manner and its capital programs continue to proceed on time and on budget.

The Chief Executive Officer is responsible for the supervision and management of all personnel and functions of the Rail Commission, including ensuring operational services and maintenance of rolling stock are consistently meeting the high level of customer service expected from the Commission

The Chief Executive Officer is one of two direct reports to the Rail Commission and the Authority (the other is General Counsel). As such, the Chief Executive Officer and General Counsel are expected to work in a collaborative manner to support the effective and efficient operations and programming of the Rail Commission and the Authority.

REPRESENTATIVE DUTIES

This list is intended to indicate the general nature and level of work performed by the Chief Executive Officer and is not designed to be interpreted as an exhaustive listing of all tasks required by an employee assigned to this job. It is the expectation of the Rail Commission that the Chief Executive Officer is constantly striving to meet and exceed these representative duties thereby maintaining the Rail Commission and Authority's status as a world class premier passenger rail service, capital delivery, and maintenance provider.

Principal Duties:

1. Demonstrates strong leadership skills and abilities in understanding the operational and programming needs of the Rail Commission and the Authority to provide superior service to our passengers.
2. Serves the Rail Commission, its associated Station/Facilities Development Committee, and the Authority in the planning, development, and implementation of strategies and initiatives to foster the continued provision of safe and efficient passenger rail services.
3. Builds and maintains a trusted, productive, transparent, and strategic relationship with the Rail Commission and Authority's Boards of Directors, internal staff, governmental agencies, and transit operators in the Central Valley and Bay Area regions; supports the Rail Commission in accomplishing its role as the Managing Agency of the Authority.
4. Works closely with the Board Members, elected officials, community partners, and staff to align the Rail Commission and the Authority's goals and establish a single vision for the region around transit and mobility that is rider centric.
5. Directs, supervises, and evaluates staff and consultants performing project planning, engineering, operations, budgeting, property acquisition, equipment maintenance and procurement, construction, and public relations functions.
6. Serves as the key internal leader, attracting, developing, coaching, and retaining high performance team members; listens, observes, structures, leads, and empowers teams; participates in organizational design, provides guidance to the senior management team on goal alignment of all departments with established overall organizational objectives; allows senior management space to be creative, solve problems, and implement solutions.
7. Directs the development and updating of annual and long-range work programs and budgets.
8. Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the Rail Commission.
9. Ensures ongoing development and implementation of strategic and capital plans that support the advancement of Rail Commission's mission, vision, and values.
10. Provides leadership in the development and maintenance of intergovernmental partnerships and funding agreements.
11. Oversees the adequacy and soundness of the financial structure of the Rail Commission and the Authority.
12. Identifies, builds, supports, and secures new and creative funding sources necessary to deliver on the capital expansion and service delivery vision set by the SJRRC Board of Directors.
13. Serves as lead negotiator for major agreements and contracts for services directly or through subordinate staff.
14. Serves as the lead champion of the Rail Commission and Authority at a local, state, and national level in order to obtain funding for operations, maintenance, and capital programs to successfully deliver on the ambitious plans for regional rail services for Central Valley and beyond.

15. Coordinates the preparation of a wide variety of reports, oral and written presentations to and on behalf of the Rail Commission, the Authority, and ACE.
16. Serves as liaison to local, state, and federal agencies and stakeholders to advocate for action and legislation concerning transportation issues.
17. Represents the Rail Commission, the Authority, and ACE in meetings, conferences, and public events.
18. Directs the selection, supervision, and work evaluation of Rail Commission personnel.
19. Oversees the development of asset management plans and procedures and reporting to the Board of the Rail Commission on the status of the Rail Commission's asset management in compliance with Rail Commission's Transit Asset Management (TAM) policy.
20. Serves as the accountable executive regarding the Federal Transit Administration (FTA) and is responsible for enforcement of the Rail Commission's Transit Asset Management (TAM) policy.
21. Oversees the Rail Commission's System Safety Program Plan (SSPP) in compliance with Federal Rail Commission (FRA) guidelines.
22. Supports the Rail Commission's General Counsel in fostering a culture of compliance as it relates to regulatory compliance and legal requirements.
23. Performs other duties as assigned or required.

QUALIFICATIONS

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development, and implementation of employee supervision.
- Principles, practices, and program areas related to the management of a passenger rail or transportation agency.
- Critical federal and state funding sources for transit services and capital construction and development.
- Applicable legal guidelines and standards affecting agency administration and operations.
- Public policy and community issues, including social, political, and environmental influencing agency program administration.
- Working with Class 1 Railroads, such as UP and BNSF

Ability to:

- Effectively communicate, orally and in writing.
- Effectively create opportunities for the organization by serving as the lead champion of the Rail Commission's vision and financial needs.
- Advocate for and secure the necessary funding to ensure that the Valley Rail Expansion Program continues to proceed as planned.
- Manage boldly, bravely, and responsibly.

- Set and take steps to achieve the long-term vision and goals for the Rail Commission and the Authority.
- Draft official speeches, publications, white papers, and high-level reports.
- Plan, organize, administer, and coordinate a variety of complex programs and services while working under pressure and deadlines.
- Select, motivate, mentor, promote, encourage, and evaluate staff and implement training and professional development opportunities for professional growth.
- Foster, maintain, and promote a safe and positive work culture for all employees, thereby making the organization an employer of choice.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Maintain sensitive/confidential information.
- Coordinate programs and projects with outside agencies.
- Analyze complex technical and administrative problems, evaluating alternative solutions, and adopt appropriate courses of action.
- Prepare clear and concise reports, correspondence, and other written materials.
- Exercise sound, independent judgment within policy guidelines set by the Rail Commission and the Authority.
- Establish and maintain cooperative working relationships with the Boards of the Rail Commission and the Authority, public and private organizations, regional boards and commissions, the general public, and Rail Commission staff.

Desired Attributes:

- Strong analytical and organizational skills.
- Behaviors that foster a culture based on equitable principles, diversity, inclusion, innovation, collaboration, transparency, and continuous improvement.
- Ability to foster and enhance teamwork.
- Ability to foster conflict resolution.
- Ability to advance and successfully implement creative solutions.
- Ability to manage, mentor, develop, lead, and encourage staff.
- Visionary leadership that drives results, holds people accountable, and empowers those around them to lead.
- An executive who is adaptable, willing to grow, sincere, inclusive and treats everyone equally and fairly, and is a people person with a positive attitude.
- Solutions-oriented problem solver.
- Operates with integrity, builds support, is trustworthy, collaborative, transparent, and sensitive to the Rail Commission's employees.

EDUCATION AND EXPERIENCE

Education:

- Bachelor's degree from a four-year accredited college or university with major coursework in public administration, business administration, planning, engineering, or a related field or discipline, or equivalent professional experience in lieu of a degree. A master's degree from an accredited college or university is highly desired.

Experience:

- 10 years of increasingly responsible senior management experience in transit operations, engineering, transportation planning, transportation financing and/or business administration.
- A master's degree in any of the required educational fields may substitute for one year of experience.

WORKING CONDITIONS/PHYSICAL ACTIVITIES

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job.)

Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment.
- Ability to understand verbal communication and to respond effectively.
- Reaching, Grasping, Feeling, Talking, Hearing, Seeing, lifting of 10 pounds or less, and Repetitive Motions in computer use.
- Standing and/or sitting for long periods of time.
- Environmental conditions - May be exposed to dust and/or various outdoor conditions. Occasional exposure to noise, heat and cold.

OTHER REQUIREMENTS

- Must possess and maintain a valid California Driver's License.
- Frequent driving within the ACE and San Joaquins Corridors.
- Maintain availability to work evenings and Saturdays.
- Position involves frequent multi-day/overnight travel.

San Joaquin Regional Rail Commission (SJRRRC) has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a diverse workforce that reflects the community we serve. SJRRRC does not unlawfully discriminate in its employment actions or exclude from employment opportunities on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other legally protected class.

SJRRRC is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

This position is at-will, FLSA exempt, and unclassified.