

FW: 10-17-2023 agenda item 8.3

City Clerk <city.clerk@sanjoseca.gov>

Tue 10/17/2023 7:54 AM

To: Agendadesk <Agendadesk@sanjoseca.gov>

From: Elvera Faria <[REDACTED]>

Sent: Tuesday, October 17, 2023 7:30 AM

To: Jimenez, Sergio <sergio.jimenez@sanjoseca.gov>; Batra, Arjun <arjun.batra@sanjoseca.gov>; Kamei, Rosemary <Rosemary.Kamei@sanjoseca.gov>; Mahan, Matt <Matt.Mahan@sanjoseca.gov>; Cohen, David <David.Cohen@sanjoseca.gov>; Torres, Omar <Omar.Torres@sanjoseca.gov>; Ortiz, Peter <Peter.Ortiz@sanjoseca.gov>; Doan, Bien <Bien.Doan@sanjoseca.gov>; Davis, Dev <dev.davis@sanjoseca.gov>; Candelas, Domingo <Domingo.Candelas@sanjoseca.gov>; Foley, Pam <Pam.Foley@sanjoseca.gov>; City Clerk <city.clerk@sanjoseca.gov>; Sandoval, Vanessa <vanessa.sandoval@sanjoseca.gov>; Gonzalez, Vanessa <Vanessa.Gonzalez@sanjoseca.gov>

Subject: 10-17-2023 agenda item 8.3

[External Email]

To Mayor and Council

I am writing to express my concerns with regards to the Via Del Oro site. I as well as many others do not approve this site. These are our concerns:

1. There is an over concentration within a few mile radius of this site. RV safe parking, EIH Bernal, EIH rue Ferrari (which will also be expanding).
2. 6 million dollar cost to relocate at end of 5 years is not using our money wisely.
3. This article just came out and states basically you don't have enough money to run the ones you have and are insisting on putting additional ones to overwhelm residents in same geographic location. This is exactly the kind of scenario that leads to poor outcomes. Without the funding to provide the level of services that are actually needed to help these people and see real change, things will go down hill. It obviously means you don't have any money to keep up the normal mitigation services let alone any enhanced services. Our residents are already overwhelmed with CAC groups and reporting for the existing sites and now you want us to work for free to cut costs.

"City officials are recommending resident advocates replace hired guards during the day as a cheaper alternative

<https://sanjosespotlight.com/san-jose-looks-to-cut-security-costs-at-homeless-unhoused-temporary-interim-housing-sites/#:~:text=City%20officials%20are%20proposing%20several,to%20weigh%20in%20on%20Oct>

I am asking that you vote no on this site and look to purchase property in other locations to spread these Eih around. Also think about buying the land so there will be no relocation cost.

https://www.zillow.com/homedetails/2570-Senter-Rd-San-Jose-CA-95111/19738457_zpid/

https://www.zillow.com/homedetails/905-S-Almaden-Ave-San-Jose-CA-95110/153245771_zpid/

https://www.zillow.com/homedetails/0-Menker-Ave-San-Jose-CA-95128/2059145171_zpid/

Thank you

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

FW: Concern regarding the memos about PROPOSED EIH @ Via Del Oro

City Clerk <city.clerk@sanjoseca.gov>

Tue 10/17/2023 2:37 PM

To: Agendadesk <Agendadesk@sanjoseca.gov>

📎 3 attachments (2 MB)

Union Pacific MoU.pdf; 2023.jpeg; 2022.jpg;

From: Dhanya Rajan <[REDACTED]>

Sent: Tuesday, October 17, 2023 2:32 PM

To: District 10 <District10@sanjoseca.gov>; Batra, Arjun <arjun.batra@sanjoseca.gov>; District2 <District2@sanjoseca.gov>; Jimenez, Sergio <sergio.jimenez@sanjoseca.gov>; carriola [REDACTED] City Clerk <city.clerk@sanjoseca.gov>; jrosen@dao.sccgov.org; District1 <district1@sanjoseca.gov>; District3 <district3@sanjoseca.gov>; District4 <District4@sanjoseca.gov>; District5 <District5@sanjoseca.gov>; District 6 <district6@sanjoseca.gov>; District7 <District7@sanjoseca.gov>; District8 <district8@sanjoseca.gov>; District9 <district9@sanjoseca.gov>

Cc: Mila Heally [REDACTED] Elvera Faria [REDACTED]

Subject: Concern regarding the memos about PROPOSED EIH @ Via Del Oro

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

[External Email]

Hi,

I am a very concerned resident of D2 bogged down by endless encampments and trash across my townhome on Great Oaks Pkwy.

D2 already has an overconcentration of such fancy projects. We have seen nothing but decline in our neighborhood. We had 50 homeless in 2022, and now we have 421, just in one year.

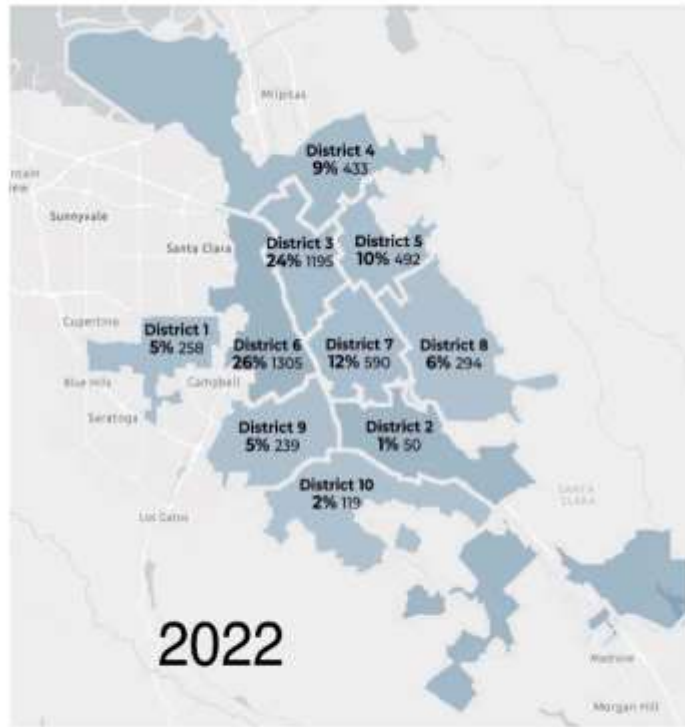
I just came across the updated presentation by Omar Passons. There is no strong willingness to move the homeless population to the existing EIHS. We had less than 100 homeless numbers last year (50 according to the city). We had many more shelter beds in this district. The people who refuse shelter would continue to do so. I see that the city has been cherry-picking abatement locations to suit the narrative. One more EIH in the same area would make no difference as you still say 12X12 'good neighbor policy. The initial cost or the relocation cost for a short-term disposable project is not justifiable. Please be more accountable in spending taxpayer money. The city is still using the 9th circuit as an excuse to keep encampments in very high-risk areas like near tracks, transit stations, and high-density neighborhoods.

PFA the homeless numbers from 2022 and 2023 and the MoU with Union Pacific to keep the tracks safe and clear the perimeter from trash and encampments. The tents are just 10 feet from the tracks.

Regards,
Dhanya Rajan
[REDACTED]

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Figure 4: POINT-IN-TIME HOMELESS POPULATION BY SAN JOSÉ CITY COUNCIL DISTRICT



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN JOSE
AND UNION PACIFIC RAILROAD COMPANY**

This Memorandum of Understanding ("MOU") is made and entered into this 4th day of December, 2020, by and between the City of San José, a municipal corporation, hereinafter referred to as "City", and Union Pacific Railroad Company, a Delaware corporation, hereinafter referred to as "UP".

RECITALS

A. The City of San José is located in Santa Clara County and is the largest city in Northern California both by population and area. To promote public health and safety and quality of life for residents, the City endeavors to abate blight and nuisance on public and private property.

B. UP owns and operates approximately thirty miles of railroad right of way, including trestles, overpasses, vertical walls of trestles and overpasses, and other active, inactive or vacant lots, in the City of San José (hereinafter referred to as the "UP ROW").

C. Due to its location and nature, the UP ROW and City right of ways adjacent to the UP ROW (hereinafter referred to as "City Property") experience trespassing, illegal encampments, dumping, graffiti, and other illegal activities by third parties from time to time despite UP's and City's efforts to protect against these activities.

D. In November and December 2019 and throughout 2020, UP has undertaken a major effort to clean up UP ROW within the City of San José. In furtherance of their shared interest in reducing illegal activity and improving public safety, the City and UP desire to enter into this MOU to establish a cooperative process for removing trash, debris, illegal encampments, overgrown vegetation and graffiti from, and replacing/adding fencing and signage in, the UP ROW and City Property.

Now, therefore, City and UP express their understanding as follows:

AGREEMENT

Section 1. Incorporation of Recitals.

The recitals set forth above are hereby incorporated into the terms of this MOU.

Section 2. Cooperative Process.

To help reduce trespassing, trash, debris, illegal encampments, and graffiti from the UP ROW and City Property, the parties will use reasonable efforts to cooperate and coordinate resources to clean up trash, debris, overgrown vegetation, and encampments, and replace/add fencing and signage, on their respective properties (any such coordinated clean up effort hereinafter referred to as "Coordinated Clean Up").

2.1 Number and Days of Coordinated Clean Ups. The parties intend to conduct approximately one (1) Coordinated Clean Up per month. However, the parties acknowledge conditions that may prevent one (1) Coordinated Clean Up per month, and therefore shall conduct up to eight (8) Coordinated Clean Ups per calendar year or as otherwise mutually agreed between the parties. City and UP shall each commit four (4) consecutive days per Coordinated Clean Up, or as otherwise mutually agreed upon between the parties, for its respective clean up crews or contractors to clean up trash, debris, overgrown vegetation, and encampments, and replace/add fencing and signage, on its respective properties at Coordinated Clean Up locations.

2.2 Joint Monthly Phone Calls and Quarterly In-Person Meetings. The parties will participate in joint monthly phone call meetings to plan and discuss Coordinated Clean Ups, including any Priority Area Clean Ups, and meet in person within City limits on a quarterly basis (4 times per year) or as otherwise mutually agreed between the parties, to discuss this MOU and the parties' progress in meeting its objectives.

2.3 Quarterly Coordination Plan and Annual Report. The parties will develop a Quarterly Coordination Plan and Annual Report for the activities under this MOU.

2.3.1 Quarterly Coordination Plan. The Quarterly Coordination Plan will at a minimum identify key Priority Area Clean Ups, staff time, and review of code enforcement compliance.

2.3.2 Annual Report. The parties shall prepare an Annual Report by the fall of each year of this MOU, that will at a minimum include status and accomplishments of activities outlined in the Quarterly Coordination Plans activities, number of encampment sites, site locations, and amount of material collected during all clean-up programs or projects under this MOU.

2.4 City's Participation.

2.4.1 Waiver of City Street Closure and Towaway Permit Fees. When UP requests closure of City streets and towaway zones for placement of dumpsters for Coordinated Clean Ups, if the street closure/towaway zone permit request is approved by the City, City will waive all City permit fees related to the City Street Closure and Towaway Permits that would ordinarily be charged by City to UP. UP must submit City Street Closure and Towaway Permit applications in a timely manner and comply with all other requirements of the permit.

2.4.2 Graffiti Removal for Coordinated Clean Ups on City Property. The City may provide a graffiti abatement crew/contractor to work in conjunction with UP clean up crews and contractors to abate graffiti on City Property, including City Property best accessible through UP ROW during Coordinated Clean Ups. City will pay for its own equipment, supplies, and labor costs for cleaning up graffiti on City Property.

2.4.3 Tree Trimming and Abatement of Overgrown Vegetation on City Property. The City may provide a crew/contractor to trim trees and branches and reduce or remove overgrown vegetation on City Property during Coordinated Clean Ups who will work in conjunction with UP clean up crews and contractors abating overgrown vegetation on the UP ROW. City will pay for its own equipment, supplies, labor costs and removal costs for trimming trees and branches and reducing or removing overgrown vegetation on City Property.

2.4.4 Post Abatement Notices on City Property and Conduct Homeless Outreach on City Property and UP ROW. The City will conduct homeless outreach activities, such as offering social services to homeless individuals in encampments, on City Property and UP ROW and post Abatement Notices on City Property to clean up illegal encampments on the dates described in individual service orders in conjunction with each Coordinated Clean Up.

2.4.5 Post-Clean Up Homeless Outreach on City Property and UP ROW. The City will coordinate with UP to contact homeless individuals encamping on UP ROW or City Property for the purpose of conducting outreach activities at the Coordinated Clean Up locations after the clean ups as needed to help prevent recurrence of trespassing and other illegal activities.

2.4.6 Post-Clean Up Homeless Encampment Abatement on City Property. The City will coordinate with UP for planned homeless encampment abatement action by City on City Property at the Coordinated Clean Up location after the clean up as needed to help prevent recurrence of trespassing and other illegal activities on City Property.

2.4.7 Post-Clean Up Patrol. The City will make reasonable efforts to provide periodic police, community service officer, park ranger or security patrol of City Property at certain high priority Coordinated Clean Up locations, as agreed upon between the City and UP, after the clean ups as needed to help prevent recurrence of trespassing and other illegal activities.

2.4.8 Fencing and Landscaping on City Property. The City and UP will identify on an ongoing basis areas on City Property along the UP ROW that would benefit from new or reinforced fencing or landscaping to reduce criminal activity and deter trespassing, and where appropriate, the parties may coordinate to seek external funding for such fencing or landscaping. UP will not be responsible for installation or maintenance costs associated with fencing or landscaping on City Property.

2.4.9 Fencing on City-UP Property Border. Subject to UP's approval of such fencing installation, if the City installs a fence on the property border between City Property and UP ROW, City will be responsible for installation and maintenance costs associated with such fencing at no cost to UP.

2.5 UP's Participation.

2.5.1 Railroad Escort/Flagman. UP will provide the appropriate number of necessary flagmen on the dates described in the individual service orders for Coordinated Clean Ups at no cost to City.

2.5.2 Identification and Clean Up of Priority Areas on UP ROW. In setting up the Coordinated Clean Up locations, UP and the City will consult with each other in identifying particularly priority areas on the UP ROW on which trash, debris, and encampments have been observed ("Priority Area Clean Ups").

2.5.3 Signage on UP ROW. UP will install and maintain "No Trespassing" and "No Dumping" signs at designated locations on the UP ROW adjacent to City Property to be determined in consultation with City representatives. The signs will provide contact information for UP and the City to report illegal dumping and other concerns, will contain other code references, and will be printed in English and Spanish.

2.5.4 Graffiti Removal for Coordinated Clean Ups on UP ROW. UP will work in conjunction with City clean up crews and contractors cleaning up graffiti on City Property during Coordinated Clean Ups if City elects to have City clean up crews and contractors access City Property through UP ROW to do so.

2.5.5 Tree Trimming and Abatement of Overgrown Vegetation on UP ROW. UP will provide a crew/contractor to trim trees and branches and reduce or remove overgrown vegetation on the UP ROW during Coordinated Clean Ups as UP deems appropriate and may work in conjunction with City clean up crews and contractors abating overgrown vegetation on City Property. UP will pay for its own equipment, supplies, labor costs and removal costs for trimming trees and branches and reducing or removing overgrown vegetation on the UP ROW as UP deems appropriate.

2.5.6 Fencing and Landscaping on UP ROW. UP and City will identify, on an ongoing basis, areas on the UP ROW that would benefit from new or reinforced fencing or landscaping to reduce criminal activity and deter trespassing, and where appropriate, may coordinate to seek external funding for such fencing or landscaping. Subject to Section 2.4.9 (Fencing on City-UP Property Border) above, City will not be responsible for installation or maintenance costs associated with fencing or landscaping on UP ROW.

Section 3. City Access to UP Property -- Safety.

3.1 Limited Right of Entry Granted:

3.1.1 For Coordinated Clean Ups. UP grants permission for the City and its employees, agents, and contractors to enter the UP ROW at no cost to the City on the dates described in individual service orders for Coordinated Clean Ups.

3.1.2 For Post-Clean Up Homeless Outreach on UP ROW. UP authorizes the City, its employees, agents and staff, to enter UP ROW for the purpose of conducting outreach activities to homeless individuals encamping on UP ROW or City Property at the Coordinated Clean Up location after the clean up as needed to help prevent recurrence of trespassing and other illegal activities.

3.1.3 For City Law Enforcement on UP ROW. Subject to the terms of Section 3.2 requiring a flagman in some circumstances, UP authorizes the City, its employees, law enforcement personnel, agents and security staff and contractors, to enter UP ROW and come within 25 feet of a track at no cost to the City, for the purpose of enforcing criminal statutes or ordinances, including trespass and graffiti, and the towing of abandoned or illegally parked vehicles, where such violations are committed against UP or on UP ROW. This authorization specifically extends to enforcement of California Penal Code Sections 369i(a), 553-555.2, as to all persons on the tracks or within twenty-five (25) feet thereof, without authorization from UP, and including those persons crossing the tracks at locations other than streets or authorized pedestrian walkways.

3.2 With respect to the entry upon UP ROW by the City, its employees, law enforcement personnel, agents and security staff and contractors, when such entry consists of routine patrol with no equipment, then as long as such entry is not within 7.5 feet of the nearest track, such entry may be made without requesting a flagman prior to such entry, but the City shall contact UP's Resource Management Communication Center (RMCC) at (888) 877-7267 reasonably promptly after such entry. However, for any entry upon UP ROW involving routine patrol within 7.5 feet of the nearest track or involving equipment, including tow trucks, materials, vehicles, or groups of people within 25 feet of the nearest track, then notwithstanding any language to the contrary in this Section 3.1, the City may not make such routine patrol entry within 7.5 feet of the nearest track or have such groups of people, equipment, materials, or vehicles within 25 feet of an active railroad track on the UP ROW unless and until a railroad flagman is present and any additional safety measures required by UP have been met. If a flagman is required, the City shall call the RMCC number mentioned above or the UP representative identified in Section 7.7 at least 30 days in advance, and arrange for a flagman with UP before the City's proposed entry. With the exception of flagmen provided by UP in connection with Coordinated Clean Ups, for which UP shall bear the cost, all other flagmen provided by UP at the City's request shall be at City's expense.

Section 4. UP Compliance

The parties agree that UP's compliance with all of the substantive terms of this MOU, as determined by the City in its sole discretion, will be deemed to constitute good faith compliance with the City's laws and regulations regarding abatement of encampments, vegetation, graffiti, and trash for the Coordinated Clean Up locations and Priority Area Clean Up locations, as identified in the Quarterly Coordination Plan, during the term of this MOU.

Section 5. Indemnity.

Each party to this MOU will be responsible for its own acts and omissions in relation to its performance of the MOU, including, without limitation, death or injury to employees or third parties, damage to property, and compliance with applicable laws. The party responsible for such a loss will indemnify, defend, and hold harmless the other party from and against any claim arising from such an incident, except to the extent that such a claim arises out of the acts or omissions of the party seeking indemnity. Nothing in this MOU is meant to be or will be construed to be a modification or waiver of any defense or immunity against a claim that is available to either party under applicable law.

Section 6. Term.

This MOU will be effective when signed by the City and UP, and will automatically renew each year, nine successive times, each time for one additional year thereafter unless terminated. The parties will review this MOU at least once every three years to determine whether it should be revised, updated, or terminated. Either party may terminate this MOU by providing 90 days' written notice to the other party.

Section 7. General Provisions.

7.1 Governing Law. Except on subjects preempted by federal law, this MOU will be governed by and construed in accordance with the laws of the State of California. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to UP because of its status as a common carrier regulated by the federal government.

7.2 Interpretation. The section and paragraph headings in this MOU are for convenience only and will not be used for any purpose in the interpretation of this agreement. When the context requires, the plural will include the singular and the singular the plural. References to agreements or contracts are to such agreement or contract as may be amended, restated, or otherwise modified from time to time. The words "include," "includes," and "including" are used without limitation and are deemed to be followed by the phrase "without limitation."

7.3 Amendments. This MOU may only be modified or changed by written amendment signed by authorized representatives of the parties.

7.4 Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-venturer, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither party has any right or power to obligate or bind the other party in any manner whatsoever. Nothing in this MOU restricts UP from unilaterally taking any action on the UP ROW that UP deems necessary or desirable for safety, operational or any other reason.

7.5 Assignment. This MOU and any rights and obligations created by it may not be assigned in whole or in part by either party without the prior written consent of the other party.

7.6 Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by either party of any breach will be deemed a waiver of any other or subsequent breach.

7.7 Notices. Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other must be in writing and be made via e-mail, personal service or United State mail, postage prepaid, addressed as follows:

UP: Union Pacific Railroad Company
Attn: Francisco J. Castillo
Sr. Director, Public Affairs
Corporate Relations
915 L. Street, Suite 1180
Sacramento, CA 95814
Telephone: (916) 789-5957
Email: fcastillo@up.com

With a copy to:

Patrick R. McGill
Union Pacific Railroad Company
1400 Douglas Street, Stop 1580
Omaha, NE 68179
Telephone: (402) 544-5761
Email: prmcgill@up.com

City: Olympia Williams
Program Manager
Beautify SJ Initiative
Parks, Recreation & Neighborhood Services
City of San Jose
200 East Santa Clara Street, 17th Floor Tower
San Jose, CA 95113
Telephone: (408) 535-3540
Email: olympia.williams@sanjoseca.gov

Without requiring an amendment to this MOU, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery.

7.8 No Third-Party Beneficiaries. This MOU is for the exclusive benefit of the parties to it and not for the benefit of any third party.

7.9 Entire Agreement. This MOU constitutes a single, integrated, written contract expressing the entire agreement of the parties on the subjects addressed herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by either party, except as specifically set forth herein. All prior discussions and negotiations have been and are merged and integrated into, and superseded by, this MOU.

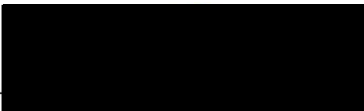
7.10 Authority and Binding Effect. Each individual executing this MOU affirms that he or she has the capacity set forth on the signature pages and has full power and authority to execute this MOU and, through his or her execution, bind the party on whose behalf he or she is executing the MOU.

7.11 Counterparts. This MOU may be signed in counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

[Signature Page Follows]

The parties have executed this MOU on the date first written above.


UNION PACIFIC RAILROAD COMPANY

By: 

Name: Lee Myers

Title: AVP - Risk Management

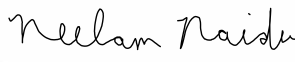
CITY OF SAN JOSE

By: 
James Ortbal (Dec 4, 2020 15:26 PST)

Name: Jim Ortbal

Title: Deputy City Manager

Approved as to Form:


By: _____

Neelam Naidu
Senior Deputy City Attorney
City of San Jose

**MEMORANDUM OF UNDERSTANDING
UNION PACIFIC RAILROAD COMPANY (UP) & CITY OF SAN JOSE (CITY)
COORDINATED CLEAN UP APPROVED SERVICE ORDER**

1. Approved Service Order No. [Insert Number]

2. **Coordinated Clean Up Location:** [Specify by name the affected street/road and the intersecting streets/roads, e.g, Monterey Road between Rancho Drive to Bernal Road]

3. **Right of Entry Dates.** Subject to the conditions in the Memorandum of Understanding, UP grants permission for the City and its employees, agents, and contractors to enter UP ROW on the following dates to conduct the Coordinated Clean Up:

_____, 20__ through _____, 20__.

4. **Dates Flagmen Provided.** UP will provide the appropriate number of necessary flagmen on the following dates at no cost to City:

_____, 20__ through _____, 20__.

5. **Post Abatement Notices and Conduct Homeless Outreach.** City will conduct homeless outreach activities on City Property and UP ROW and post Abatement Notices on City Property to clean up homeless encampments on the following dates:

_____, 20__ through _____, 20__.

6. **City Cleanup of Homeless Encampments and Homeless Outreach Activities.** City will clean up homeless encampments on City Property and conduct homeless outreach activities on City Property and UP ROW on the following dates:

_____, 20__ through _____, 20__.

7. Approval as to Form:

 Service Order Form Approved by UPRR and the Office of the City Attorney
(Provisions of the service order form are not altered).

 Approved as to Form (UPRR Legal Counsel): _____ Date: _____
(Service order form altered). Name/Title:

 Approved as to Form (City Attorney): _____ Date: _____
(Service order form altered). (Sr.) Deputy City Attorney

8. Union Pacific Railroad Company Approval: _____ Date: _____
Name/Title:

9. City Manager Approval: _____ Date: _____
Name/Title:

UP signed MOU for Jim Ortbal signature

Final Audit Report

2020-12-04

Created:	2020-12-04
By:	Neelam Naidu (neelam.naidu@sanjoseca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPhcAFHFOG_Cz4QUFmJEmCtb-Ujt7nyw9

"UP signed MOU for Jim Ortbal signature" History

-  Document created by Neelam Naidu (neelam.naidu@sanjoseca.gov)
2020-12-04 - 10:42:54 PM GMT - IP address: 156.39.0.199
-  Document e-signed by Neelam Naidu (neelam.naidu@sanjoseca.gov)
Signature Date: 2020-12-04 - 10:43:59 PM GMT - Time Source: server- IP address: 156.39.0.199
-  Document emailed to James Ortbal (jim.ortbal@sanjoseca.gov) for signature
2020-12-04 - 10:44:01 PM GMT
-  Email viewed by James Ortbal (jim.ortbal@sanjoseca.gov)
2020-12-04 - 10:47:15 PM GMT - IP address: 156.39.127.189
-  Document e-signed by James Ortbal (jim.ortbal@sanjoseca.gov)
Signature Date: 2020-12-04 - 11:26:55 PM GMT - Time Source: server- IP address: 156.39.0.199
-  Agreement completed.
2020-12-04 - 11:26:55 PM GMT



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: Neelam Naidu
STAFF EMAIL: Neelam.naidu@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 11/23/2020 TOTAL PAGES: 12
(INCLUDING THIS PAGE)

CONSULTANT NAME: Union Pacific Railroad Company
EMAIL: klmyers@up.com
PHONE: 402-544-1260

I agree to use electronic signatures

SIGNATURE OF CONSULTANT:  _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **BLUE** INK
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):
neelam.naidu@sanjoseca.gov

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract Type of Contract: Select one

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666436-000

Contractor: Union Pacific Railroad Company

Address: 916 L. Street, Suite 1180 Sacramento, CA 95814

Phone: 916-789-5957

Email: fcastillo@up.com

Contract Description: MOU between City of San Jose and Union Pacific Railroad Company

Term Start Date: 12/04/2020 Term End Date: 12/04/2030 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$0.00

Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____

Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: Select one

Business Tax Certificate No.: _____

Expiration Date: _____

Department: CMO (41)

Department Contact Name/Phone: Olympia Williams 

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date