

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
FOR BLIGHT ABATEMENT AND REDUCTION**

This Memorandum of Understanding ("MOU") is between the City of San José ("CITY"), a municipal corporation, and Santa Clara Valley Transportation Authority ("VTA"), a public agency organized as a special district under California law. CITY and VTA may be referred to herein individually as a "Party" and collectively as the "Parties." This MOU is made and entered into on the date that it is fully executed by the Parties ("Contract Date").

**RECITALS**

**WHEREAS**, the City of San José is located in Santa Clara County and is the largest city in Northern California both by population and area; and

**WHEREAS**, to promote public health and safety and quality of life for residents, the City endeavors to abate and reduce blight, including the removal of litter, graffiti, illegal dumping, and abatement of encampments on public property; and

**WHEREAS**, VTA owns and operates light rail and bus systems and owns and maintains certain right-of-way properties ("VTA Property") for transit infrastructure, including areas located within the City of San José; and

**WHEREAS**, due to the location of City right of ways adjacent to the VTA (hereinafter referred to as "City Property") these locations experience trespassing, illegal encampments, dumping, graffiti, and other illegal activities by third parties from time to time despite VTA's and City's efforts to protect and secure these areas; and

**WHEREAS**, City and VTA desire to enter into this MOU for blight abatement and reduction;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the Parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. TERM**

The term of this MOU shall be from the Contract Date and will automatically renew each year, nine successive times, each time for one additional year thereafter unless terminated by either Party. The Parties will review this MOU at least once every two (2) years to determine whether it should be revised, updated, or terminated.

**SECTION 3. RESPONSIBILITIES**

To help reduce trespassing, trash, debris, illegal encampments, and graffiti from the VTA 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 cleanup effort hereinafter referred to as "Coordinated Clean Up").

- 3.1 **Joint Monthly Phone Calls and Quarterly In-Person Meetings.** The Parties will participate in joint monthly meetings to plan and discuss Coordinated Clean Ups, including any Priority Area Cleanups (as defined in Section 3.5.1 below), 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.
- 3.2 **Quarterly Coordination Plan and Annual Report.** The Parties will develop a Quarterly Coordination Plan and Annual Report for the activities under this MOU.

- 3.2.1 **Quarterly Coordination Plan.** The Quarterly Coordination Plan will at a minimum identify key Priority Area Cleanups and staff time.
- 3.2.2 **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 cleanup programs or projects under this MOU.
- 3.3 **Resource Sharing.** Both agencies agree to share relevant data, expertise, and resources to enhance joint efforts, including reporting blighted hot spots and notifying each other of upcoming blight reduction activities.
- 3.4 **City's Responsibilities.**
- 3.4.1 **Graffiti Removal for Coordinated Clean Ups on City Property.** The City may provide a graffiti abatement crew/contractor to work in conjunction with VTA cleanup crews and contractors to abate graffiti on City Property, including City Property best accessible through VTA during Coordinated Clean Ups. City will pay for its own equipment, supplies, and labor costs for cleaning up graffiti on City Property.
- 3.4.2 **Trash/Illegal Dumping on City Property.** The City may provide trash and illegal dumping abatement crew/contractor to collaborate with VTA cleanup crews and contractors to remove trash and address illegal dumping on City Property, including areas best accessible through VTA during Coordinated Clean Ups. The City will cover its own costs for equipment, supplies, and labor related to the cleanup of trash and illegal dumping on City Property.

3.4.3 **Vegetation Cleanups on City Property.** The City shall ensure that all vegetation debris removed from their property is removed promptly and disposed of in accordance with all applicable local regulations.

3.4.4 **Post-Cleanup Homeless Encampment Abatement on City Property.**  
The City will coordinate with VTA for planned homeless encampment abatement action by City on City Property at the Coordinated Clean Up location after the cleanup, as needed, to help prevent recurrence of trespassing and other illegal activities on City Property.

### 3.5 **VTA's Responsibilities.**

3.5.1 **Identification and Cleanup of Priority Areas on VTA.** In setting up the Coordinated Clean Up locations, VTA and the City will consult with each other in identifying priority areas on the VTA Property on which trash, debris, and encampments have been observed ("Priority Area Cleanups").

3.5.2 **Graffiti Removal for Coordinated Clean Ups on VTA.** VTA will work in conjunction with City cleanup crews and contractors cleaning up graffiti on City Property during Coordinated Clean Ups if City elects to have City cleanup crews and contractors access City Property through VTA to do so.

3.5.3 **Vegetation Cleanups on VTA Property.** VTA will use its best efforts to ensure that all vegetation debris removed from their property is removed promptly and disposed of in accordance with all applicable local regulations.

## **SECTION 4. OUTREACH SERVICES**

It is acknowledged that VTA may directly contact City for outreach requests, in accordance with current VTA operating procedure.

**SECTION 5.**            **CITY ACCESS TO VTA PROPERTY**

VTA grants permission for the City and its employees, agents, and contractors to enter the specified VTA Property at no cost to the City on the dates described in individual work orders for Coordinated Clean Ups.

**SECTION 6.**            **VTA COMPLIANCE**

The Parties agree that VTA's compliance with all of the substantive terms of this MOU 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 Cleanup locations, as identified in the Quarterly Coordination Plan, during the term of this MOU.

**SECTION 7.**            **EXPENSES**

CITY and VTA shall each be responsible for all costs and expenses incident to its performance of services except as otherwise provided by this MOU, including but not limited to: labor, supplies, and equipment, and all other of the CITY's and VTA's costs of doing business.

**SECTION 8.**            **TERMINATION**

- A.      Either Party may terminate this MOU by providing 90 days' written notice to the other Party.
  
- B.      CITY's Parks, Recreation and Neighborhood Services ("PRNS") Director is authorized to terminate this MOU on behalf of CITY. VTA's Chief Operating Officer is authorized to terminate this MOU on behalf of VTA.

**SECTION 9.**            **NOTICES**

All notices and other communications required by this MOU must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid. A notice or other communication that is e-mailed is effective when sent provided the

sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective three (3) calendar days after deposit in the United States mail. All notices and other communications between the Parties regarding the MOU must be given to the individuals identified below using the appropriate contact information for giving notice:

To CITY: City of San José  
Parks, Recreation, and Neighborhood Services  
Attn: Jon Cicirelli  
200 East Santa Clara Street, 9th Floor  
San José, CA 95113  
Telephone: (408) 535-3551  
Email: jon.cicirelli@sanjoseca.gov

To VTA: Santa Clara Valley Transportation Authority  
Attn: Jesse Soto  
3331 North First Street  
San José, CA 95134  
Telephone: (408) 321-7063  
Email: jesse.soto@vta.org

Either Party may change its contact information for receiving written notices and communications regarding the MOU by providing notice of such change to the other Party pursuant to this Section 9.

## **SECTION 10. RELATIONSHIP OF PARTIES**

Under no circumstances shall this MOU be construed as one of agency, partnership, joint venture, or employment between the CITY and VTA. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having, any legal authority to bind or commit the other Party in any way except as specifically provided in this MOU. VTA shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and VTA hereby expressly waives any claim it may have to any such rights.

## **SECTION 11. INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No Party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this MOU.

## **SECTION 12. INSURANCE**

During the term of this MOU, VTA agrees to have and maintain the insurance policies set forth in **EXHIBIT A**, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the CITY's Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Risk Manager. VTA agrees to provide CITY with a copy of said policies, certificates, and/or endorsements prior to execution of this MOU. The requirements of this Section may be satisfied by the provision of similar coverage through a self-insurance program.

**SECTION 13.**        **NON-DISCRIMINATION**

Neither Party shall discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of this MOU.

**SECTION 14.**        **CONFLICT OF INTEREST**

VTA represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this MOU. VTA certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. VTA shall avoid all conflicts of interest or appearances of conflicts of interest in performing this MOU. VTA has the obligation of determining if the manner in which it performs any part of this MOU results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the CITY in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

**SECTION 15.**        **GIFTS PROHIBITED**

VTA represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a CITY officer or designated employee from accepting any gift. VTA shall not offer any CITY officer or designated employee any gift prohibited by Chapter 12.08. VTA's violation of this Section 15 is a material breach.

**SECTION 16.**        **CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for either Party in performance of this MOU are confidential and not to be disclosed to any person except as authorized by the other Party, or as required by law.



**SECTION 17.**        **BOOKS AND RECORDS**

- A.     VTA shall maintain all documents and records which demonstrate performance under this MOU for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this MOU.
  
- B.     Any records or documents required to be maintained pursuant to this MOU shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at VTA's address indicated for receipt of notices in this MOU.
  
- C.     Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of VTA's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by VTA, VTA's representatives, or VTA's successor-in-interest.

**SECTION 18.**        **COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

**SECTION 19.**        **GOVERNING LAW**

CITY and VTA agree that the law governing this MOU shall be that of the State of California.

**SECTION 20.**        **DISPUTES**

Any litigation resulting from this MOU will be filed and resolved by either the Superior Court of California for the County of Santa Clara, or the San José Division of the Northern District of California.

**SECTION 21.**        **ASSIGNABILITY**

Neither Party shall assign or transfer any interest in this MOU nor the performance of any obligations hereunder, without the prior written consent of the other Party, and any attempt by either Party to assign this MOU or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**SECTION 22.**        **WAIVER**

Each Party agrees that waiver by the other Party of any breach or violation of any term or condition of this MOU shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a Party of the performance of any work or services by the other Party shall not be deemed to be a waiver of any term or condition of this MOU.

**SECTION 23.**        **ENTIRE AGREEMENT; AMENDMENTS**

This MOU, including all Exhibits attached hereto, represents the final, complete, and exclusive understanding between the Parties with respect to the matters contained herein. This MOU supersedes all prior communications and understandings regarding such matters. This MOU may be modified only by a written amendment executed by the Parties.

**SECTION 24.**        **EXECUTION IN COUNTERPARTS**

This MOU may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**SECTION 25. USE OF ELECTRONIC SIGNATURES**

Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in California Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

**IN WITNESS WHEREOF**, CITY and VTA have caused this MOU to be executed by their respective duly authorized representatives as follows:

CITY OF SAN JOSE, a municipal  
corporation

SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY, a  
public agency organized as a special  
district under California law

*Naunihal Singh*

Email: naunihal.singh@vta.org  
Date: 04/18/2025 PDT

ANDREA FLORES SHELTON  
Assistant Director, Parks, Recreation and  
Neighborhood Services

NAUNIHAL SINGH  
Interim Chief Operating Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Andrew Malek*

Email: andrew.malek@sanjoseca.gov  
Date: 04/24/2025 PDT

ANDREW MALEK  
Deputy City Attorney

*Judith Propp*

Email: jpropp@sloansakai.com  
Date: 04/24/2025 PDT

JUDITH PROPP  
VTA Counsel











**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

Intentionally Omitted.

# DB648099 \_ VTA CSJ Blight Reduction MOU

Created:	<b>04/17/2025</b>
Status:	Signed
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## "DB648099 \_ VTA CSJ Blight Reduction MOU" history

-  Andrea Flores Shelton created the document.  
04/17/2025 4:51:59 PM PDT
-  Document was emailed to NAUNIHAL SINGH  
04/17/2025 4:52:00 PM PDT
-  NAUNIHAL SINGH signed the document.  
04/18/2025 4:57:28 PM PDT
-  Document was emailed to Judith Propp  
04/18/2025 4:57:29 PM PDT
-  Judith Propp signed the document.  
04/24/2025 11:34:20 AM PDT
-  Document was emailed to Andrew Malek  
04/24/2025 11:34:21 AM PDT
-  Andrew Malek signed the document.  
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-  Document was emailed to Andrea Flores Shelton  
04/24/2025 11:39:25 AM PDT
-  Andrea Flores Shelton signed the document.  
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-  Document was successfully signed and filed  
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