RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN TO FILL THE VACANCY ON THE CITY COUNCIL

WHEREAS, at a regular meeting of the City Council held on August 4, 2020, the City Council determined to fill an unscheduled vacancy on the City Council resulting from the passing of Jose Ornelas on July 19, 2020, through an appointment process; and

WHEREAS, applications were received from residents of the City of San Joaquin who expressed their interest in serving on the City Council and their willingness to fulfill the remaining term of the vacated office which will expire November 2022; and

WHEREAS, the application period ended 9:00 AM on Friday August 28, 2020; and

WHEREAS, 5 applications were received; and

NOW, THEREFORE, the City Council of the City of San Joaquin hereby resolve as follows:

SECTION 1. Pursuant to Government Code Section 36512, ____________ is hereby appointed by vote of the City Council to serve as a member of the San Joaquin City Council for the remainder of the unexpired term of former Councilmember Jose Ornelas.

SECTION 2. The person appointed shall take office effective immediately after taking the Oath of Office and shall serve exactly as if elected at a municipal election for the office for a term ending in November 2022.

SECTION 3. This resolution shall become effective immediately upon adoption.

Passed and adopted this 1st day of September 2020 by the following Votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

///

///

1
ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City of San Joaquin this 1st day of September 2020.

________________________________________
Lupe Estrada, City Clerk
APPLICATION FOR CITY COUNCIL APPOINTMENT
FOR FILLING OF THE VACANCY

RECEIVED

CITY OF SAN JOAQUIN

AUG 20 2020

Reynaga  Mary  Helen

(last name)  (first name)  (middle initial)

22158 Idaho St  San Joaquin  CA  93260

(address)  (city)  (state)  (zip code)

559-693-2287  693-4321

(residence phone)  (business phone)

(email)

Are you at least 18 years of age?  Yes [x]  No

Are you a San Joaquin Registered Voter?  Yes [x]  No

Are you a resident of San Joaquin?  Yes [x]  No

Are you a United States Citizen?  Yes [x]  No

TRAINING, EXPERIENCE and/or EDUCATION:
(List any employment experience, training or education that in your opinion, best qualifies you for this appointment.)

I have worked at San Joaquin Elementary for the past 44 years.

COMMUNITY SERVICE:
(List boards, commissions, committees or community service organizations that you are currently serving or have served upon.)

Valley Health Team - Board member

Teach catechism

(Please complete reverse side)
PERSONAL:
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  

[ ] Yes  [ ] No

If yes, please indicate potential conflicts:

None

Are you aware of the time commitment necessary to serve on the City Council, and will you have such time? Regular meeting dates are the 1st Tuesday of each month, with additional special meetings from time to time.  

[ ] Yes  [ ] No

EMPLOYMENT INFORMATION:

Present Occupation:  Teacher's Aide

Name of Firm:  San Joaquin Elementary

Address:  9th St. San Joaquin CA

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

[Signature]
Signature of Applicant  8/19/20 Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed submit original to:  Office of the City Clerk
City of San Joaquin
21900 W. Colorado Ave
San Joaquin, CA  93660
APPLICATION FOR CITY COUNCIL APPOINTMENT
FOR FILLING OF THE VACANCY

Mejia
(First Name)

Dora
(Last Name)

M.
(Middle Initial)

22075 Idaho St.
(Address)

San Joaquin, Ca
(City)

93260
(State)

954-3006
(Residence Phone)

(559) 630-1188
(Business Phone)

mejiamaritah@yahoo.com
(Email)

Are you at least 18 years of age? Yes ☑ No ☐

Are you a San Joaquin Registered Voter? Yes ☑ No ☐

Are you a resident of San Joaquin? Yes ☑ No ☐

Are you a United States Citizen? Yes ☑ No ☐

TRAINING, EXPERIENCE and/or EDUCATION:
(List any employment experience, training or education that in your opinion, best qualifies you for this appointment.)

- Employed at San Joaquin Elementary 11 yrs

- Previously employed as office manager for Gurawan Farms 9 yrs.

- Fluent speaking, reading and writing in Spanish.

COMMUNITY SERVICE:
(List boards, commissions, committees or community service organizations that you are currently serving or have served upon.)

I am involved in all extracurricular activities for our school children. I volunteer for PTC and Booster club. I help our Catholic Church with Christmas gifts for the children of our community. I support all fundraising for all of our community members in need.

(Please complete reverse side)
PERSONAL:
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  

☐ Yes  ☑ No

If yes, please indicate potential conflicts:

______________________________

Are you aware of the time commitment necessary to serve on the City Council, and will you have such time? Regular meeting dates are the 1st Tuesday of each month, with additional special meetings from time to time.

☐ Yes  ☑ No

______________________________

EMPLOYMENT INFORMATION:

Present Occupation:  Principal's Secretary

Name of Firm:  Golden Plains Unified School District

Address:  22000 Nevada St. San Joaquin Ca 93260

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

______________________________  8.20.2020
Signature of Applicant  Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed submit original to:  Office of the City Clerk
                                      City of San Joaquin
                                      21900 W. Colorado Ave
                                      San Joaquin, CA  93260
August 24, 2020

Dear San Joaquin Council,

Thank you for taking time to consider my application for the city council vacancy. My name is Dora Martha Mejia. Many people have asked me why I want to be part of city council...

I truly love San Joaquin, the city that has watched me grow. I have a deep appreciation for the city where I have spent my entire life and share the best memories with my family and friends. I have been an active member of our community. My plans are to continue living in this city with my family for a long time and I continue to want to play an active role in making sure San Joaquin is a great place for the children of our community as they grow. I work at San Joaquin Elementary School and am very familiar with the children and parents of our community.

I am seeking office because I enjoy helping people. I was raised to believe that community service is a noble exercise of our freedom. However, I also believe that community service must be done for the right reasons. It should be viewed as a personal commitment to better our community, not as a means to gain financially or professionally from it. Some professions can directly gain from a seat on the town council. I would ask that you consider this when you review my application.

We have been fortunate to have so many honest and selfless office holders and I would love to become part of this wonderful team, one never knows what the future holds. This is an opportunity for me to serve in a capacity where I can have an impact in keeping our town strong while providing for the established town priorities of public safety and disaster preparedness, a positive community appearance, activities and recreational opportunities for youth, adults, and seniors, also retaining our town’s history and character.

Sincerely,

[Signature]

Dora Martha Mejia
APPLICATION FOR CITY COUNCIL APPOINTMENT
FOR FILLING OF THE VACANCY

RECEIVED
AUG 26 2020

Luna Evangelina
(Last Name) (First Name)

2225 E Idaho st San Joaquin CA 93260
(Address) (City) (State) (Zip Code)

(559) 210-5055 (559) 859-8717 (evangelina.luna@att.net)
(Residence Phone) (Business Phone) (Email)

Are you at least 18 years of age? Yes ☑ No _____
Are you a San Joaquin Registered Voter? Yes ☑ No _____
Are you a resident of San Joaquin? Yes ☑ No _____
Are you a United States Citizen? Yes ☑ No _____

TRAINING, EXPERIENCE and/or EDUCATION:
(List any employment experience, training or education that in your opinion, best qualifies you for this appointment.)

High school diploma. I may not have experience in a council position but I do like to go outside to ask for help if it is needed to have my city with a better quality of life, clean air and better water. I love paralyzing in everything, but I don't like just sitting around waiting for others to move. Making a change is what excites me the most. Always look ahead

COMMUNITY SERVICE:
(List boards, commissions, committees or community service organizations that you are currently serving or have served upon.)

* San Joaquin Valley Chamber of Commerce
* Nueva Alianza

(Please complete reverse side)
PERSONAL:
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest? Yes No

If yes, please indicate potential conflicts:

______________________________

Are you aware of the time commitment necessary to serve on the City Council, and will you have such time? Regular meeting dates are the 1st Tuesday of each month, with additional special meetings from time to time. Yes No

______________________________

EMPLOYMENT INFORMATION:
Present Occupation: Manager from a Retail Store
Name of Firm: Alexis Bribal
Address: 8339 Elm St, Ste C San Joaquin, CA 93660

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature of Applicant ___________________________ Date 8/26/2020

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed submit original to: Office of the City Clerk
City of San Joaquin
21900 W. Colorado Ave
San Joaquin, CA 93660
APPLICATION FOR CITY COUNCIL APPOINTMENT FOR FILLING OF THE VACANCY

CITY OF SAN JOAQUIN

Covrinbli
(Mail Name)

Maria Cristina
(First Name)

8603 Main Street
(Address)
San Joaquin CA 95216
(City)
(State)
(Zip Code)

559-353-0771
(Residence Phone)

(Email)

Are you at least 18 years of age? Yes √ No

Are you a San Joaquin Registered Voter? Yes √ No

Are you a resident of San Joaquin? Yes √ No

Are you a United States Citizen? Yes √ No

TRAINING, EXPERIENCE and/or EDUCATION:
(List any employment experience, training or education that in your opinion, best qualifies you for this appointment.)

I have training in being part of a union. I was part of the United Steel Worker Union of America. I had training in becoming a trustee. The served 2 yrs as Secretary and 3 yrs as Shop stew for the United Steel Workers. I also have training in "Safe and Sacred Safe Environment." I graduated from Elementary and high school.

COMMUNITY SERVICE: I have also attended West Hill College.
(List boards, commissions, committees or community service organizations that you are currently serving or have served upon.)

I have volunteer in School Readiness program as a teacher. I have volunteer in arts and craft class offered to students after school. I have also volunteer as a religious education coordinator for 20 yrs. I have been serving the Catholic church and its communities since 1984. (Food banks, toy for tots, catechis...
PERSONAL:
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest? 

☐ Yes ☑ No

If yes, please indicate potential conflicts:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Are you aware of the time commitment necessary to serve on the City Council, and will you have such time? Regular meeting dates are the 1st Tuesday of each month, with additional special meetings from time to time. 

☑ Yes ☐ No

EMPLOYMENT INFORMATION:

Present Occupation:  N/A

Name of Firm:

Address:

________________________________________________________________________

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature of Applicant

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed submit original to:
Office of the City Clerk
City of San Joaquin
21900 W. Colorado Ave
San Joaquin, CA 93660
APPLICATION FOR CITY COUNCIL APPOINTMENT
FOR FILLING OF THE VACANCY

Ramirez Leonardo
(Last Name) (First Name) (MI)

9018 5 Donna st San Joaquin CA 93260
(Address) (City) (State) (Zip Code)

(559) 790-6056 (559) 603-2447 leonarmirez_mtn@icloud
(Residence Phone) (Business Phone) (Email)

Are you at least 18 years of age? Yes ☑️ No _______
Are you a San Joaquin Registered Voter? Yes ☑️ No _______
Are you a resident of San Joaquin? Yes ☑️ No _______
Are you a United States Citizen? Yes ☑️ No _______

TRAINING, EXPERIENCE and/or EDUCATION:
(List any employment experience, training or education that in your opinion, best qualifies you for this
appointment.)

IN Biography

COMMUNITY SERVICE:
(List boards, commissions, committees or community service organizations that you are currently
serving or have served upon.)

IN Biography

(Please complete reverse side)
PERSONAL:
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  

☐ Yes  ☑ No

If yes, please indicate potential conflicts:

______________________________

______________________________

Are you aware of the time commitment necessary to serve on the City Council, and will you have such time? Regular meeting dates are the 4th Tuesday of each month, with additional special meetings from time to time.  

☑ Yes  ☐ No

EMPLOYMENT INFORMATION:

Present Occupation:  LTS Recycling

Name of Firm:  

Address:  21727 W Manning Ave

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

______________________________  8-28-2020

Signature of Applicant  Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed submit original to:  Office of the City Clerk
City of San Joaquin
21900 W. Colorado Ave
San Joaquin, CA 93660
To whom this may concern

This is my biography for the position that is vacant on the city council. Also the application is in the attached file. Thank you for the opportunity.
Hello my name is Leonardo Ramirez. I'm 25 years old. I grew-up here in the city of San Joaquin California. I went to school at Tranquility Elementary and Tranquility High School. I graduated Tranquility High in 2013, and receive my Diploma, after high school I went to a vocational school for automotive technician.

I'm currently working in my family business as a Service Manager at Leo's Tire Service. Its been open for 12 years and counting. I started getting involved at the age of 17 years old. Currently as of now our business has been growing thanks to the community and the agricultural work.

Growing-up, and up until now I still remain to have a good communication with my community. I always try to be involved in the activities that the the city of San Joaquin offers to the people. I have volunteered with the chambers of commerce, Such as in the parades, the carnivals, and I have also donated. I think it's very important to be involved with our community. Volunteering brings a big impact on the growth of the city. I also enjoy seeing my city prosper and come together.

In conclusion I would like to become part of the city council, to help out with the positive changes for San Joaquin. I would also be a good asset due to my age and be able to communicate with the youth to have them get more in involved.
OATH OF ALLEGIANCE FOR PUBLIC OFFICER AND EMPLOYEES

CITY OF SAN JOAQUIN

I,_________________________ solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic: that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN TO ME BEFORE THIS _____ DAY OF __________, 2020.

Deputy City Clerk: ______________________

Lupe Estrada

Councilmember
Title
Signature of Person Taking Oath
SAN JOAQUIN CITY COUNCIL MEETING MINUTES  
TUESDAY AUGUST 4, 2020

1. CALL TO ORDER – Called to order by Mayor Dhaliwal at 6:00 p.m.

   Amarpreet Dhaliwal  Present
   Julia Hernandez  Present
   Adam Flores  Present
   Abel Lua  Present

Staff Present: Elizabeth Nunez, City Manager, Hilda Montoy, City Attorney, Lupe Estrada, City Clerk.

Guess Present: See List

2. APPROVAL OF AGENDA –

   Mayor Dhaliwal requested to move Item 7 Public Forum following the approval of the Agenda as Item 2b allowing Supervisor Steve Pacheco present donation presentation.

   Motion: Councilmember Flores moved to approve the agenda with as presented. The motion was seconded by Councilmember Lua and approved by the following votes: 4 Ayes 1 Absent (Councilmember Ornelas)

3. CONSENT CALENDAR -

   A. Approval of Minutes: City Council Meeting Minutes of July 7, 2020
   B. Approval - Warrant #’s 051547-051602
   C. Report and Recommendation- Approval and Ratification of Order of the City Manager as Director of Civil Defense and Disaster of the City of San Joaquin.

   Motion: Councilmember Lua moved to approve Item 3A Approval of Minutes City Council Meeting of July 7, 2020, Item 3B Approval of Warrants #051547-051602 and approval of Ratification of Order of the City Manager as Director of Civil Defense and Disaster of the City of San Joaquin. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Ornelas)
4. PROCLAMATION-

A. Proclamation in Honor of Jose Ornelas-

Motion: Councilmember Flores moved to approve Proclamation in Honor of Jose Ornelas. The Motion was seconded by Mayor Dhaliwal and approved by the following votes: 4 Ayes 1 Absent (Councilmember Ornelas)

5. SHERIFF REPORT - Informational Only

6. CITY MANAGER REPORT - Informational Only
   - Will request a special council meeting for review of budget for fiscal year 20-21

7. PUBLIC FORUM -

8. OLD BUSINESS –

9. PUBLIC HEARINGS-

10. NEW BUSINESS –

   A. Report and Recommendation- Consider Process for filling of Vacancy on the Council: Determine whether to call a special election or to fill the vacancy by appointment. If Council chooses to fill by appointment, discuss and consider a process for filing the vacancy and fill the appointment at September 1 Council meeting. If council chooses to fill by election, direct preparation of resolution calling an election for the September 1 council meeting,

Motion: Councilmember Flores moved to approve the process for filing the vacancy of Councilmember seat by appointment release an announcement concerning vacancy, announce on local newspaper, City’s website and all Social media and select submitted applications and be reviewed and selected by council for interview. The motion was seconded by Councilmember Lua and approved by the following votes: 4 Ayes 1 Absent (Councilmember Ornelas)
B. Report and approve Agreement for Service between the Fresno County Rural Transit Agency and the City of San Joaquin.

Motion: Councilmember Lua moved to approved Item 10B Approval of agreement for Service between the Fresno County Rural Transit Agency and the City of San Joaquin. The motion was seconded by Mayor Pro Tem Hernandez and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Ornelas)

C. **Report and Recommendation**- Consider and approval of **Resolution 2020-21**. A resolution approving the submission of a CARE Act Funding Application.

Motion: Councilmember Lua moved to approval Resolution No. 2020-21 A resolution approving the submission of a CARE Act Funding application. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes 1 Absent (Councilmember Ornelas).

11. **CITY ATTORNEY’S REPORT** – None

12. **COUNCILMEMBER COMMUNICATIONS/ANNOUNCEMENTS/AGENDA ITEMS** - None

13. **ADJOURN MEETING** – 7:16 P.M.

Motion: Councilmember Lua moved to adjourn the meeting at 7:16 P.M. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes, 1 Absent (Councilmember Lua)
1. CALL TO ORDER- Called to order by Mayor Dhaliwal at 6:00 p.m.

ROLL CALL AND DECLARATION OF QUORUM-

Julia Hernandez Present via Zoom
Amarpreet Dhaliwal Present
Adam Flores Present via Zoom
Abel Lua Present

Staff Present: Hilda Montoy, City Attorney via Zoom, Elizabeth Nunez, City Manager, Matthew Flood, Finance Officer, viz zoom and Lupe Estrada, City Clerk

Guest Present: No guest present

2. APPROVAL OF AGENDA

Motion: Councilmember Lua moved to approval of Agenda as presented. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes

3. CONSENT CALENDAR

1) Report and Recommendation- Consideration and approval of Resolution 22. A Resolution Concerning Local Transportation Purpose Fund Extension Measure C.

Motion: Motion: Councilmember Lua moved to approve Resolution No. 2020-20 with the appropriate correction. The motion was seconded by Mayor Pro Tem Hernandez and approved by the following votes: 4 Ayes

4. NEW BUSINESS

A. Report and Recommendation- Fiscal Year 2020-21 Budget:

1) Consideration and approval of Resolution No. 2020-23 Adopting a Budget for Fiscal Year 2020-21
2) Consideration and Approval of Resolution No. 2020-24 Authorizing Number of Employee Positions and Titles and Rescinding Prior Resolution-
3) Consideration and Approval of Resolution No. 2020-25 Setting and approving the City of San Joaquin Salary Schedule for all regular employees.

Motion: Councilmember Flores move to approve Resolution 2020-23 Adopting a Budget for Fiscal Year 2020-2021, Resolution No. 2020-24 Authorizing Number of Employee Positions and Titles and Rescinding Prior Resolutions and Resolution No. 2020-24 Setting and
approving the city of San Joaquin Salary Schedule for all regular employees. The motion was seconded by Mayor Dhaliwal and approved by the following votes: 4 Ayes

5. **ADJOURN MEETING** – Meeting adjourn at 6:50 p.m.

Motion: Councilmember Lua to adjourned the meeting at 6:50 p.m. The motion was seconded by Councilmember Flores and approved by the following votes: 4 Ayes
MQA Aug 17, 2020
Our Lady of Lourdes Mission

- MQA August 22 Rancho Latta
- Tesla site-Walk up & Drive by
- Comply with all CDC guidelines
- CRR’s Bilingual
VFW & Salvation Army Hot Food Distribution
August 27

Walk up
What Census Never Asks

• Your Social Security number.
• Your bank account or credit card numbers.
• Money or donations.
ID A CENSUS EMPLOYEE
How the 2020 Census Counts People Experiencing Homelessness

The 2020 Census has an operation that counts people receiving services from shelters, soup kitchens, and mobile food vans, as well as people living in certain previously identified outdoor locations and other places where people are known to sleep.

COVID-19 delayed our plans to count people during this operation. Census takers now plan to resume this operation from September 22-24, 2020. People experiencing homelessness who are not counted in households or other operations are counted where they stay or receive services when census takers visit. These operations were originally scheduled for March 30-April 1.

The 2020 Census counts people living outdoors and at other locations where they are known to sleep.

The Census Bureau works with local groups to identify outdoor and other locations where people are known to sleep. Census takers will count people in person at these previously identified locations.

**Outdoor and Other Locations**

Potential outdoor locations include parks, wooded areas, designated beach areas, tent cities, alleys, and under highway systems.

The 2020 Census counts people at service locations.

The 2020 Census will count people at the following locations:

- **Emergency and Transitional Shelters**
  Shelters with sleeping facilities for people to stay overnight, missions, hotels and motels used as shelters, and places for children experiencing homelessness, neglected, or who have run away from home.

- **Soup Kitchens**
  Facilities that serve meals (using service lines or bag lunches).

- **Regularly Scheduled Mobile Food Vans**
  Stops where such vans distribute meals.

2020CENSUS.GOV
D-1254
The Census Bureau works with service providers to get a complete and accurate count at their locations.

Service providers decide whether people at their locations will be counted by:

- **In-person interview**: Using a paper questionnaire, a census taker interviews each person served a meal or staying at the facility.
- **Facility records**: Emergency and transitional shelters may opt to provide census workers with a paper listing of census response data for each person served or staying at the facility.

Census workers will begin contacting administrators in late August 2020 to:

1. Verify or confirm the address and contact information of the facility or food van stop.
2. Discuss the expected population at the time of enumeration.
3. Determine the best date and time (between September 22-24, 2020) for conducting the enumeration.
4. Discuss legal and security constraints or issues, and explain confidentiality procedures.
5. Determine preferred enumeration method.

Census statistics are crucial to programs and service providers that support people experiencing homelessness. A complete and accurate 2020 Census can ultimately help organizations provide better services, more food, and improved shelter options to those in need.
Cómo el Censo del 2020 cuenta a las personas sin hogar

El Censo del 2020 tiene una operación que cuenta a las personas que reciben servicios de refugios, comedores de beneficencia y vehículos para distribuir alimentos, así como a las personas que viven en determinados lugares al aire libre previamente identificados y otros lugares donde se sabe que las personas duermen.

El COVID-19 ha retrasado nuestros planes para contar a las personas durante esta operación. Los censistas ahora planifican reanudar esta operación del 22 al 24 de septiembre de 2020. Las personas sin hogar que no sean contadas en hogares ni en otras operaciones serán contadas en el lugar en el que se queden o reciban servicios cuando los censistas realicen la visita. Estas operaciones estaban programadas originalmente para el periodo desde el 30 de marzo hasta el 1 de abril.

El Censo del 2020 cuenta a las personas que viven al aire libre y en otros lugares donde se sabe que duermen.

La Oficina del Censo trabaja con grupos locales para identificar los lugares al aire libre y otros lugares donde se sabe que las personas duermen. Los censistas contarán a la gente en persona en estos lugares previamente identificados.

Los posibles lugares al aire libre incluyen parques, áreas arboladas, áreas designadas en playas, áreas de campamento para personas sin hogar, calles y lugares debajo de sistemas de carreteras.

El Censo del 2020 cuenta a las personas en lugares donde se proveen servicios.

El Censo del 2020 contará a las personas en los siguientes lugares:

- **Refugios de emergencia**: Refugios con instalaciones para dormir para que las personas se queden por la noche, edificios de organizaciones religiosas, hoteles y moteles que se utilizan como refugios, y lugares para los niños sin hogar, abandonados o que se han ido de sus hogares.
- **Comedores de beneficencia**: Instalaciones que sirven comidas (usando líneas de servicio o almuerzos empacados en bolsas).
- **Vehículos con horario programado para distribuir alimentos**: Paradas en las que dichos vehículos distribuyen comidas.
La Oficina del Censo trabaja con prestadores de servicios para obtener un conteo completo y preciso en sus lugares.

Los prestadores de servicios deciden si las personas en sus lugares serán contadas mediante:

- **Entrevista en persona:** Usando un cuestionario impreso, un censista entrevista a cada persona a la que se le da de comer o que se está quedando en la instalación.

- **Registros de la instalación:** Los refugios de emergencia pueden optar por proporcionarles a los trabajadores del censo una lista impresa de los datos de respuesta al censo por cada persona a la que sirvan o cada persona que se quede en la instalación.

Los trabajadores del censo comenzarán a ponerse en contacto con los administradores a finales de agosto del 2020 para:

1. Verificar o confirmar la dirección y la información de contacto de la instalación o de la parada del vehículo para distribuir alimentos.
2. Hablar sobre la población que se espera tener en el momento de la enumeración.
3. Determinar la mejor fecha y hora (entre el 22 y el 24 de septiembre de 2020) para realizar la enumeración.
4. Hablar sobre limitaciones o problemas legales y de seguridad, y explicar los procedimientos de confidencialidad.
5. Determinar el método de enumeración preferido.

Las estadísticas del censo son esenciales para los programas y prestadores de servicios que ayudan a las personas sin hogar. En definitiva, un Censo del 2020 completo y preciso puede ayudar a las organizaciones a proporcionar mejores servicios, más comida y mejores opciones de refugios para aquellos que los necesitan.

2020CENSUS.GOV/ES
STAFF REPORT

AGENDA ITEM: Adopt a resolution approving two Pipeline Crossing Agreements, Folder No. 03209-37 and Folder No. 03209-38 (Agreements) between the Union Pacific Railroad Company and the City of San Joaquin for the proposed waterline crossing below Railroad Property near the 12th Street Alignment and the proposed waterline crossing below Railroad Property at Manning Avenue, and Authorizing the City Manager to execute the Agreements.

MEETING DATE: September 1, 2020

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: Elizabeth Nunez, City Manager

RECOMMENDATION:

Staff recommends the City Council to adopt Resolution No. 2020-26.

BACKGROUND:

The City of San Joaquin is currently designing improvements to the City’s water system under the current Drinking Water State Revolving Fund (DWSRF) planning grant. The first phase of project construction will include water treatment facilities for manganese removal and pipeline replacement at various location in the City.

As part of the pipeline portion of the project, there are two location where the proposed waterline will be crossing below the Railroad Property. The waterline crossing near the 12th Street Alignment is to replace the existing waterline at this location that has surpassed its useful life. The proposed waterline crossing on Manning Avenue will be installed in order to loop the water system to improve system distribution and pressure.

In April of 2020, the City of San Joaquin submitted two applications to the Union Pacific Railroad Company for the proposed waterline crossings. The proposed waterlines will be constructed as part of the Well #3 and Well #5 Manganese Removal System Project.

The City received proposed Agreements from the Union Pacific Railroad Company that need to be in place prior to construction taking place.

DISCUSSION:

The purpose of the Agreements is for Union Pacific Railroad Company (Licensor) to grant the right for the City of San Joaquin (Licensee) to install, operate, and maintain the proposed waterlines that cross the Railroad Property.

The Agreements require specific insurance policies that will have to be obtained and maintained by a Contractor during construction.
FISCAL IMPACT:

The executed Pipeline Crossing Agreement, Folder No. 03209-37 for the proposed waterline crossing below Railroad Property near the 12th Street Alignment will have a one-time fee of $4,500.00 for processing the Agreement.

The executed Pipeline Crossing Agreement, Folder No. 03209-38 for the proposed waterline crossing below Railroad Property at Manning Avenue will have a one-time fee of $3,000.00 for processing the Agreement.

These fees are reimbursable under the existing DWSRF Planning Grant.

ATTACHMENTS:

1. Resolution No. 2020-26
2. Union Pacific Railroad Company, Pipeline Crossing Agreement, Folder No. 03209-37
3. Union Pacific Railroad Company, Pipeline Crossing Agreement, Folder No. 03209-38
RESOLUTION NO. 2020-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
APPROVING TWO PIPELINE CROSSING AGREEMENTS, FOLDER NO. 03209-37
AND FOLDER NO. 03209-38 (AGREEMENTS) BETWEEN THE UNION PACIFIC
RAILROAD COMPANY AND THE CITY OF SAN JOAQUIN FOR THE PROPOSED
WATERLINE CROSSING BELOW THE RAILROAD PROPERTY NEAR THE 12TH
STREET ALIGNMENT AND THE PROPOSED WATERLINE CROSSING BELOW
THE RAILROAD PROPERTY AT MANNING AVENUE, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENTS.

WHEREAS, the City of San Joaquin is currently designing improvements to the City’s water
system under the current Drinking Water State Revolving Fund (DWSRF) planning grant. The
first phase of project construction will include water treatment facilities for manganese removal
and pipeline replacement at various location in the City.

WHEREAS, there are two locations where the proposed waterline will be crossing below the
Railroad Property. The waterline crossing near the 12th Street Alignment is to replace the
existing waterline at this location that has surpassed its useful life. The proposed waterline
crossing on Manning Avenue will be installed in order to loop the water system to improve
system distribution and pressure.

WHEREAS, in April of 2020, the City of San Joaquin submitted two applications to the Union
Pacific Railroad Company for the proposed waterline crossings. The proposed waterlines will be
constructed as part of the Well #3 and Well #5 Manganese Removal System Project.

WHEREAS, the City received proposed Agreements from the Union Pacific Railroad Company
that need to be in place prior to construction taking place.

WHEREAS, the Agreements allow the City of San Joaquin to install, operate, and maintain the
proposed waterlines that cross the Railroad Property; and

WHEREAS, the City of San Joaquin City Council must provide authority to the authorized
representative signing and executing the acceptance of the Agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Joaquin
hereby:

1. The above recitals are true and correct findings of the San Joaquin City Council.

2. Approves the Pipeline Crossing Agreements between the Union Pacific Railroad Company
   and the City of San Joaquin for the proposed waterline crossing below the Railroad Property
   near the 12th Street Alignment and the proposed waterline crossing below the Railroad
   Property on Manning Avenue. The Agreements are attached as Exhibits A and B and are
   part of this resolution.

3. Authorizes the City Manager to execute the Agreements.
Passed and adopted this 1st day of September 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Amarpreet Dhaliwal, Mayor
of the City of San Joaquin

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of San Joaquin this 1st day of September 2020.

Lupe Estrada, City Clerk
of the City of San Joaquin
June 25, 2020
Folder: 03209-37

NICK FONTAINE
CITY OF SAN JOAQUIN
21900 COLORADO AVENUE
P.O. BOX 758
SAN JOAQUIN CA 93660

Re: Proposed Six (6) Inch Potable Water Pipeline In (18) Steel Casing Pipeline Crossing of Railroad Property at Mile Post 191.81 on the Riverdale (SJVR) Subdivision/Branch at or near San Joaquin, Fresno County, California

NICK FONTAINE:

Attached is an original of the agreement covering your use of the Railroad Company’s right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Kylan Crawford.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, if signature authorization is required by your Entity.

- Payment in the amount of **Four Thousand Five Hundred Dollars ($4,500.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Folder No. 03209-37 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation’s correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at [upr.marsh.com](http://upr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at KDCRAWFO@up.com.

Sincerely,

Kylan Crawford
Sr Mgr Real Estate Contracts
PIPELINE CROSSING AGREEMENT

Mile Post: 191.81, Riverdale (sjvr) Subdivision
Location: San Joaquin, Fresno County, California

THIS AGREEMENT ("Agreement") is made and entered into as of June 25, 2020, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licenser") and CITY OF SAN JOAQUIN, to be addressed at 21900 Colorado Avenue, P.O. Box 758 San Joaquin, California 93660 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licenser hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate six (6) inch potable water pipeline in (18) steel casing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licenser's real property, trackage, or other facilities located in San Joaquin, Fresno County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 10, 2020, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for six (6) inch potable water pipeline in (18) steel casing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licenser with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licenser to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licenser to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licenser a one-time License Fee of Four Thousand Five Hundred Dollars ($4,500.00).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of Exhibit B.
Article 4. **LICENSEE’S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee’s Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C,** attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee’s contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee’s Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B.** Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. **ATTORNEYS’ FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys’ fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor’s written consent, will be absolutely void and may result in Licensor’s termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor’s written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.
Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03209-37)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF SAN JOAQUIN
21900 Colorado Avenue
P.O. Box 758
San Joaquin, California, 93660

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:

Kylan Crawford
Sr Mgr Real Estate Contracts

CITY OF SAN JOAQUIN

By:

Name Printed:

Title:
EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS: PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.
Section 3. **NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. **FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers’ assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee’s Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee’s Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor’s then current safety standards located at the below web address (“Licensor’s Safety Standards”) to ensure uniformity with the safety standards followed by Licensor’s own forces. As a part of Licensee’s safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor’s Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor’s Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee’s Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor’s operations and work performed by Licensor’s personnel may cause delays in Licensee’s or its contractor’s work on Licensee’s Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor’s Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor’s operations and trackage during Licensee’s or its contractor’s construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee’s Facilities. In the event Licensor provides such support, Licensee shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE’S PAYMENT OF EXPENSES" Section of this Exhibit B.
F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee’s Facilities only upon the prior authorization from and under the direction of Licensor’s Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor’s then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.
Section 6. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this Exhibit B, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and tracking during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.
B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad
Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION: REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment
Work".). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.
EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in
connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE WIDEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this
Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.
July 06, 2020
Folder: 03209-38

NICK FONTAINE
CITY OF SAN JOAQUIN
21900 COLORADO AVENUE
P.O. BOX 758
SAN JAOQUIN CA 93660

Re: Proposed One (1) Underground 12 Inch Plastic Potable Water Pipeline Encased In A 20 Inch Steel Pipeline Crossing of Railroad Property at Mile Post 191.96 on the Riverside (SJVR) Subdivision/Branch at or near San Joaquin, Fresno County, California

Dear Nick:

Attached is an original of the agreement covering your use of the Railroad Company’s right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Valerie Harrill.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, if signature authorization is required by your Entity.

- Payment in the amount of Three Thousand Dollars ($3,000.00) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Folder No. 03209-38 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation’s correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at VAHARRILL@up.com.

Sincerely,

Valerie Harrill
Mgr II Real Estate Contracts
PIERCING CROSSING
AGREEMENT

Mile Post: 191.96, Riverside (SJVR) Subdivision
Location: San Joaquin, Fresno County, California

THIS AGREEMENT ("Agreement") is made and entered into as of July 06, 2020, ("Effective Date") by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Licenser") and CITY OF SAN JOAQUIN, to be addressed at 21900 Colorado Avenue, P.O. Box 758 San Joaquin, California 93660 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licenser hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 12 inch plastic potable water pipeline encased in a 20 inch steel pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licenser's real property, trackage, or other facilities located in San Joaquin, Fresno County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 10, 2020, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 12 inch plastic potable water pipeline encased in a 20 inch steel pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licenser with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licenser to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licenser to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licenser a one-time License Fee of Three Thousand Dollars ($3,000.00).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of Exhibit B.
Article 4. **LICENSEE’S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee’s Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in Exhibit C, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee’s contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee’s Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of Exhibit B. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. **ATTORNEYS’ FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys’ fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor’s written consent, will be absolutely void and may result in Licensor’s termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of Exhibit B.
B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

**If to Licensor:**
Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Folder No. 03209-38)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

**If to Licensee:**
CITY OF SAN JOAQUIN  
21900 Colorado Avenue  
P.O. Box 758  
San Joaquin, California, 93660

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services  
Email: RP.Utility@railpros.com  
Phone (682)223-5271
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: __________________________

Valerie Harrill
Mgr I Real Estate Contracts

CITY OF SAN JOAQUIN

By: __________________________

Name Printed: __________________

Title: _________________________
NON-FLAMMABLE LIQUID PIPELINE

CROSSING
ENCROACHMENT
BOTH

NOTES: Pipeline to be located 6' north of the Manning Ave. C/L measured perpendicularly from the road C/L.
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

A) METHOD OF INSTALLATION: BORED & JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT:
C) SIGNS PROVIDED: AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL: PLASTIC; IF RCP, CLASS V?
NA
COMMODITY TO BE CONVEYED: POTABLE WATER
OPERATIONAL PRESSURE: 100 PSI, MAOP: 100 PSI
WALL THICKNESS (INCHES): SCHEDULE 90; DIAMETER: 12 IN.
CATODIC/COATING PROTECTION: NO
E) CASING MATERIAL: STEEL PIPE; IF RCP, CLASS V?
NA
TOTAL LENGTH CASING PIPE: 145 FT
WALL THICKNESS: 0.075 IN; DIAMETER: 20 IN
CATODIC/COATING PROTECTION: YES
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES: 38 AND 38.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Riverside (Leased SJVR)
TRACK TYPE: MAINLINE
M.P.: 191.99  LAT.: 36.60333333
E.S.M.: 2167+38  LONG.: -120.18351111
NEAREST CITY: COUNTY: STATE:
SAN JOAQUIN  FRESNO  CA
APPLICANT: CITY OF SAN JOAQUIN

FILE NO.: 0320938  DATE: 04/10/2020

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.
Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Exhibit B.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers’ assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee’s Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee’s Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor’s then current safety standards located at the below web address (“Licensor’s Safety Standards”) to ensure uniformity with the safety standards followed by Licensor’s own forces. As a part of Licensee’s safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor’s Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor’s Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee’s Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor’s operations and work performed by Licensor’s personnel may cause delays in Licensee’s or its contractor’s work on Licensee’s Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor’s Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor’s operations and trackage during Licensee’s or its contractor’s construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee’s Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE’S PAYMENT OF EXPENSES" Section of this Exhibit B.
F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this Exhibit B, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.
Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:
1. Bodily harm or personal injury (including any emotional injury or disease) to, or the
death of, any person(s), including, but not limited to, Licensee, Licensor, any
telecommunications company, or the agents, contractors, subcontractors,
sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property,
including loss of use and diminution in value, including, but not limited to, any
telecommunications system(s) or fiber optic cable(s) on or near Railroad
Property, any property of Licensee or Licensor, or any property in the care,
custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's
activity(ies) on Railroad Property, including without limitation the construction,
maintenance, modification, reconstruction, repair, renewal, revision, relocation,
or removal of Licensee's Facilities or any part thereof, any activities, labor,
materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual
or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions,
including, but not limited to, any violation or breach by Licensee of any
representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative
order, rule, or regulation, including without limitation all applicable Federal
Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT
PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING
FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF
LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR
PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING
THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE
EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS
NEGLECT, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL
JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year,
or if Licensee continues in default in the performance of any provision of this Agreement for a period of
thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at
its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the
"NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with
Paragraphs "C" and "D" of this Section found below.
B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.
EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in
connection with any loss arising from the insured’s performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this
Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.