

**California High-Speed Rail Project**



**Ownership and Maintenance Cooperative Agreement**

**City of Fresno**

## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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**THIS OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT** ("AGREEMENT") is entered into and is effective the date last signed, to establish a record of final ownership and perpetual maintenance for the California High-Speed Rail System ("HSRS") located within the City of Fresno, by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 620 MS3, Sacramento, California 95814 ("AUTHORITY"), and the City of Fresno, a California Municipal Corporation, whose principal mailing address for purposes of this AGREEMENT is 2600 Fresno Street, 4<sup>th</sup> Floor, Fresno, California 93721 ("CITY").

### 1. RECITALS

**WHEREAS**, AUTHORITY is currently engaging in a program that has various projects under current provisions of Section 2704 *et seq.* of the Streets and Highways Code ("S&H Code") and Section 185030 *et seq.* of the California Public Utilities Code ("PUC") throughout the State of California identified as the California High-Speed Rail Projects (collectively the "PROJECT"); and

**WHEREAS**, the AUTHORITY is responsible for the operations and maintenance of the HSRS under PUC Section 185032, and

**WHEREAS**, to operate the high-speed rail service, a number of new grade separation structures will need to be constructed and existing grade separation structures need to be modified; and

**WHEREAS**, AUTHORITY, as the owner and operator of the high-speed rail, shall be responsible for maintenance of the HSRS; and

**WHEREAS**, after completion, various PROJECT ELEMENTS (as defined herein below) will require assumption of ownership and maintenance responsibilities; and

**WHEREAS**, AUTHORITY and CITY both desire to enter into an agreement which establishes the contractual terms and conditions applicable to the final ownership and perpetual maintenance of FACILITIES, UTILITIES, and various PROJECT ELEMENTS (defined herein below).

**ACCORDINGLY**, AUTHORITY and CITY hereby agree as follows:

### 2. DEFINITIONS

As used in this AGREEMENT, the following terms have the following meanings:

#### 2.1. AUTHORITY

"AUTHORITY" means the California High-Speed Rail Authority and its authorized representatives.

#### 2.2. AUTHORITY'S CONTRACTOR

"AUTHORITY'S CONTRACTOR" means the proposer who is awarded the design and construction contract for any portion of the PROJECT and shall also include any individual or firm awarded or contracted to



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**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

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operate and maintain any portion of the HSRS.

**2.3. CPUC**

“CPUC” means the California Public Utilities Commission.

**2.4. CITY**

“CITY” means the City of Fresno, a municipal corporation, and its authorized representatives.

**2.5. CITY RIGHT-OF-WAY**

“CITY RIGHT-OF-WAY” means any real property right held by CITY in the form of either a recorded or fully executed deed or other property right dedicated to the public use.

**2.6. FACILITY**

“FACILITY” or “FACILITIES” means any CITY or AUTHORITY owned and operated or jointly owned and operated road, street, structure, or grade separation. The term “FACILITY” or “FACILITIES” includes traffic signals, streetlights, and railroad crossing equipment associated with roads, streets, structure, and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, streetlights, crossing equipment, communication facilities owned or used by CITY, CITY irrigation controller equipment, or CITY transit shelters shall be deemed to provide service to such facilities. Electrical transmission facilities not serving said FACILITIES are not covered under the terms of this section.

**2.7. HSR RIGHT-OF-WAY**

“HSR RIGHT-OF-WAY” means any restricted access right-of-way for the HSRS, including main tracks and all related station, siding, lead, and yard tracks.

**2.8. HSRS**

“HSRS” means a high-speed rail passenger system capable of operating at speeds of 150 miles per hour or higher under the sole jurisdiction of the AUTHORITY.

**2.9. NON-COMPLIANCE NOTIFICATION**

“NON-COMPLIANCE NOTIFICATION” shall mean a notification provided by a PARTY pursuant to section 5.4.

**2.10. PARTY**

“PARTY” refers to the AUTHORITY or CITY as the context may require and “PARTIES” refers to the AUTHORITY and CITY, collectively.



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**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

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**2.11. PROJECT ELEMENTS**

"PROJECT ELEMENTS" refers to each distinct component of the PROJECT, including FACILITIES, UTILITIES, structures, and any other components of the PROJECT identified in Appendix A (as may be amended from time to time as provided herein).

**2.12. PUC**

"PUC" means California Public Utilities Code.

**2.13. RAILROAD RIGHT-OF-WAY**

"RAILROAD RIGHT-OF-WAY" means the right-of-way of any rail line registered with the CPUC, except for HSR RIGHT-OF-WAY.

**2.14. UTILITIES**

"UTILITY" or "UTILITIES" refers to any pole, pole line, pipeline, conduit, cable, aqueduct, or other structure used for CITY owned utility services including CITY owned water, sewer, and intelligent transportation system components.

**3. DESIGN AND CONSTRUCTION OF PROJECT ELEMENTS**

The AUTHORITY will be responsible for the design and construction of each PROJECT ELEMENT, unless otherwise agreed to in writing by the PARTIES.

**4. OWNERSHIP****4.1. FACILITIES and UTILITIES**

FACILITIES relocated pursuant to the Facility Relocation Cooperative Agreement with the City of Fresno between the AUTHORITY and the CITY dated July 31, 2015, and UTILITIES relocated pursuant to the Utility Relocation Cooperative Agreement with the City of Fresno between the AUTHORITY and the CITY dated November 7, 2014, shall be owned by the CITY.

**4.2. PROJECT ELEMENTS**

Ownership of PROJECT ELEMENTS is set forth in Appendix A, incorporated herein by reference. Ownership shall pass as follows:

**4.2.1.** CITY: Except as provided in the Utility Relocation Cooperative Agreement, transfer of ownership of PROJECT ELEMENTS to be owned by CITY shall occur only upon CITY's acceptance of the PROJECT ELEMENT following a final inspection by CITY to ensure consistency with CITY-approved plans and current CITY Public Works Standards and Specifications for such PROJECT ELEMENT and completion by AUTHORITY of any outstanding punch-list items. The PARTIES will make good faith efforts to facilitate such acceptance in a timely manner.



## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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**4.2.2.** AUTHORITY: PROJECT ELEMENTS owned by AUTHORITY shall be on property owned by AUTHORITY, as provided in the Right of Way Agreement between the State of California (by and through the State Public Works Board), the AUTHORITY, and the CITY dated September 1, 2015.

### 5. MAINTENANCE RESPONSIBILITIES

Unless otherwise provided herein, the PARTY owning a PROJECT ELEMENT pursuant to this AGREEMENT shall be responsible for all maintenance and other liability related to ownership of said PROJECT ELEMENT necessary to keep it in a safe and operational state.

#### 5.1. ROUTINE MAINTENANCE OF PROJECT ELEMENTS, NOT INCLUDING GRAFFITI ABATEMENT

Unless otherwise provided herein, the PARTY owning a PROJECT ELEMENT pursuant to this AGREEMENT shall be responsible for routine maintenance services for litter abatement, weed abatement, removal of blight, and repainting of the downtown grade separation structures, as appropriate. For the avoidance of doubt, all track and systems elements, intrusion detection and prevention fencing, barrier, pier protection, opaque fencing, ducts installed per AUTHORITY's Communication Infrastructure Settlement Agreement dated January 16, 2015, and grounding and bonding systems or features needed for HSRS (regardless of location) will be owned and maintained by the AUTHORITY.

#### 5.2. GRAFFITI ABATEMENT

##### 5.2.1.

All graffiti abatement within the HSRS corridor and on both sides of the intrusion barrier wall shall be performed by AUTHORITY in perpetuity. Graffiti abatement shall be performed in accordance with the frequencies and standards set forth in the AUTHORITY's graffiti-abatement policy and corresponding procedure, as may be amended from time to time, that is currently being drafted for completion by December 31, 2022. Until completion of the AUTHORITY's graffiti-abatement policy and procedures, the AUTHORITY will perform graffiti abatement with the frequencies and standards set forth in Chapter D1.06 of the California Department of Transportation's Maintenance Manual dated July 2014.

CITY shall perform graffiti abatement not otherwise addressed herein. CITY's graffiti abatement shall be performed in accordance with the frequencies and standards set by the CITY, and in accordance with Fresno Municipal Code Sections 9-2414 and 15-2616 and all other Fresno Municipal Code sections applicable to graffiti abatement, which may be approved by the CITY Council. CITY's performance under this subsection shall be in exchange for a one-time, lump sum payment by AUTHORITY of Five Million Dollars (\$5,000,000). Payment shall be made within thirty (30) days of the execution hereof by all PARTIES. Payment of the one-time lump sum set forth herein shall be a condition precedent to CITY's graffiti abatement under this AGREEMENT.

#### 5.3. MAINTENANCE OF NON-OPERATIONAL PARCELS

Unless provided otherwise herein, the AUTHORITY shall be solely responsible for maintenance of and liability relating to any non-operational parcel, or portion of a parcel, of property (i.e. a parcel or a portion of a parcel that the AUTHORITY determines is not necessary for the construction, maintenance, and/or operation of the HSRS, including the stations therefor) owned by the AUTHORITY within the CITY that is not otherwise part of a PROJECT ELEMENT and addressed herein, in accordance with the AUTHORITY's



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## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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Right-of-Way Manual, Chapter 11, Property Management.

### 5.4. FAILURE TO PERFORM MAINTENANCE

If at any time either PARTY has reason to believe that the other PARTY has not performed, has been late in performing, or has incorrectly performed any of its maintenance obligations as described herein, the aggrieved PARTY shall issue a Notice of Non-compliance to the other PARTY which identifies the applicable requirements, and describes the basis for the belief that the maintenance work has not been performed as required.

Upon receipt of a Notice of Non-compliance, the receiving PARTY may provide a response: 1) identifying the maintenance work it plans to conduct to address the issues raised in the Notice of Non-compliance, stating the time period in which it plans to complete the required work, or 2) explaining its position that the maintenance work identified in the Notice of Non-compliance is not included within its obligations hereunder, or 3) indicating that the maintenance work has been performed, with appropriate substantiating documentation, or 4) requesting a meeting with the aggrieved PARTY to discuss the situation.

If within thirty (30) days of its initial Notice of Non-compliance, the aggrieved PARTY receives a response that resolves the non-compliance issue(s) to its satisfaction, or otherwise determines that the non-compliance issue(s) have been resolved to its satisfaction, it shall provide written confirmation to the other PARTY that the non-compliance issue(s) have been resolved.

If within thirty (30) days of the date of the initial Notice of Non-compliance, the aggrieved PARTY has not received a response that either clarifies the maintenance obligations in question to its satisfaction or provides an acceptable plan for the other PARTY to correct the non-compliance issue(s), and the aggrieved PARTY has not otherwise determined that the non-compliance issue(s) has been resolved to its satisfaction, the aggrieved PARTY may issue a Request for Corrective Action. The Request for Corrective Action will include a statement of the aggrieved PARTY's current understanding of the status of the maintenance non-compliance issue(s) identified in the initial Notice of Non-compliance, a description of the corrective actions the aggrieved PARTY requests that the other PARTY take, and the time period within which the aggrieved PARTY requests the other PARTY complete the requested corrective actions.

### 5.5. EMERGENCY MAINTENANCE PROCEDURES

If at any time either PARTY determines, in its sole discretion, that an unsafe condition exists at or near a completed PROJECT ELEMENT asset and that the correction of the unsafe condition falls within the other PARTY's maintenance obligations hereunder, the PARTY discovering the unsafe condition will immediately notify the PARTY responsible for remediation of the unsafe condition.

Subject to the requirements for emergency situations in Section 7.1 and Section 8, if the notified PARTY does not timely correct the unsafe condition, the notifying PARTY may correct the unsafe condition or have this work performed by its contractors and be entitled for reimbursement by the responsible PARTY.

## 6. TERM



## **OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

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The maintenance responsibilities shall commence upon transfer of ownership, as provided in Sections 4 and 5. Unless otherwise indicated, such maintenance responsibility shall continue in perpetuity.

### **7. HSR RIGHT-OF-WAY ACCESS**

**7.1.** Subject to the conditions within PUC Sections 185508 and 185509 and CPUC General Order 176, and any other applicable statutory requirements, CITY shall be allowed to cross HSR RIGHT-OF-WAY for future UTILITIES or FACILITIES. All future crossings will require an encroachment permit and will comply with applicable regulations, policies, and procedures on encroachments thereon, whether overhead or underneath the HSR RIGHT-OF-WAY. CITY may require access for emergency situations. For emergency situations, CITY shall follow AUTHORITY's emergency access policies and procedures, including following all required notification and contact protocols prior to entering HSR RIGHT-OF-WAY.

**7.2.** CITY will have access within the confines of the permanent easement and outside the HSR RIGHT-OF-WAY for PROJECT ELEMENTS that pass on, over, or under HSR RIGHT-OF-WAY for the purposes of inspection, maintenance, repair, removal of debris, and other activities necessary for the safe operation of a public roadway.

### **8. CITY RIGHT-OF-WAY ACCESS**

From time-to-time AUTHORITY may be required to access CITY RIGHT-OF-WAY for maintenance and emergency situations. For maintenance purposes, AUTHORITY will comply with CITY policies and procedures for access. For emergency situations, AUTHORITY shall follow CITY emergency access policies and procedures. AUTHORITY shall obtain the appropriate CITY permits for use of CITY RIGHT-OF-WAY.

### **9. MAINTENANCE ACTIVITIES**

**9.1.** CITY agrees to notify AUTHORITY of any maintenance activities on the CITY's roadways or facilities that will require its forces or contractors to operate immediately adjacent to HSR RIGHT-OF-WAY which the CITY reasonably believes could affect AUTHORITY properties or equipment, including but not limited to: signaling; traffic control devices; drainage structures, including inflows or outfalls, or any activity that will increase drainage discharge into AUTHORITY facilities; the operation of any cranes in close proximity to railroad operations; and/or the use or storage of any explosive or hazardous materials in close proximity to railroad operations. In fulfilling the aforementioned notice, CITY shall be guided by applicable state and federal safety requirements. In no cases will CITY allow its forces or contract forces to cross AUTHORITY property without a suitable permit or right of entry, except at duly designated public or private crossings.

**9.2.** Once the AUTHORITY commences operations, the PARTIES understand and agree that any work performed within RAILROAD RIGHTS-OF-WAY shall be coordinated, as necessary, to ensure compliance with applicable laws and minimize disruption to traffic and to economize each PARTY's respective efforts.

**9.3.** If any maintenance or repair work will disrupt traffic in the CITY RIGHT-OF-WAY OF, the PARTY responsible for the maintenance or repair work will also be responsible for the establishment of, and cost for, traffic control (e.g., barricades, signing, and detours).





## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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### 10. SAFETY TRAINING

AUTHORITY, when requested, shall provide non-AUTHORITY personnel working on or in adjacent worksites, using equipment or processes that may result in an intrusion into the HSR RIGHT-OF-WAY, with appropriate levels of training in the application of the safety rules, emergency procedures, and safe working practices.

### 11. DISPUTES

The PARTIES agree to work in good faith to resolve disputes. Notwithstanding any dispute, the PARTIES agree that they will continue their respective performances required herein, and such continuation of efforts shall not be construed as a waiver of any legal right or power (a) of any PARTY under this AGREEMENT or any other agreement executed pursuant hereto, or (b) otherwise available pursuant to applicable law.

### 12. DEFAULT

**12.1.** In the event that either PARTY materially breaches this AGREEMENT, then in addition to any other remedies which are otherwise provided for in the AGREEMENT or by law or equity, the non-breaching PARTY may exercise one or more of the following options:

**12.1.1.** Pursue a claim for damages suffered by the non-breaching PARTY.

**12.1.2.** Perform any work with its own forces or through subcontractors and seek reimbursement for the cost thereof.

**12.2.** Termination of this AGREEMENT shall not relieve either PARTY from any obligations it has pursuant to other agreements between the PARTIES, nor from any statutory obligations that either PARTY may have with regard to the subject matter hereof, nor from any obligations under this AGREEMENT.

### 13. INDEMNITY AND FORCE MAJEURE

**13.1.** INDEMNIFICATION. Each PARTY shall hold harmless, and indemnify the other PARTY and its respective governing boards, officials, officers, directors, employees, authorized agents, engineers, contractors, or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission of the indemnifying PARTY's officers, agents, employees, engineers, contractors, or subcontractors in carrying out obligations under this AGREEMENT, except to the extent that such expense, liability, or claim is proximately caused by the negligence or willful misconduct of the PARTIES indemnified or their respective governing boards, officials, officers, directors, employees, authorized agents, servants, or independent contractors who are directly responsible to such indemnified PARTY.

**13.2.** FORCE MAJEURE





## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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- A. Neither the CITY nor the AUTHORITY shall be liable to the other for any failure to perform under this AGREEMENT, to the extent such performance is prevented by events beyond the applicable PARTY's control, including the following (each, a "FORCE MAJEURE EVENT"):
- a. Earthquakes exceeding 3.5 on the Richter scale;
  - b. Tidal waves;
  - c. Epidemics, pandemics, blockades, rebellions, wars, riots, acts of terrorism, or civil commotion;
  - d. Discovery at, near, or on a FACILITY of any archaeological, paleontological, cultural, biological, or other protected resources, provided that the existence of such resources was not disclosed in the AGREEMENT;
  - e. Lawsuits seeking to restrain, enjoin, challenge, or delay construction of the PROJECT; maintenance, operation, or use of any FACILITY; or the granting or renewal of any governmental approval of a FACILITY or PROJECT ELEMENT; or
  - f. Strikes, labor disputes, work slowdowns, work stoppages, secondary boycotts, walkouts, or other similar events occurring within the vicinity of a FACILITY, in which the participants are not under the CITY's or AUTHORITY's control.
- B. All relief from performance liability due to FORCE MAJEURE EVENTS is conditioned on the following: the events were beyond the control of the affected PARTY, were not due to an act or omission of the affected PARTY, and could not have been avoided by due diligence or use of reasonable efforts by such PARTY, and the PARTY claiming the excuse from performance has:
- a. Promptly notified the other PARTY of the occurrence and its estimated duration;
  - b. Promptly remedied or mitigated the effect of the occurrence, to the extent possible; and
  - c. Resumed performance as soon as possible.

### 14. AGREEMENT FINAL EXPRESSION OF THE PARTIES

**14.1** This AGREEMENT constitutes the complete and final expression of the PARTIES with respect to the subject matter and supersedes all prior agreements, understandings, or negotiations, except that the PARTIES understand and agree that AUTHORITY will have written policies and procedures which shall be applicable as written at the time of the execution of this AGREEMENT. Copies of AUTHORITY policies and procedures will be provided to CITY as soon as practicable after they become available. This AGREEMENT, and any exhibit, appendix, or attachment hereto, shall only be modified by an instrument, in writing, signed by each of the PARTIES.

**14.2** Should any provision of AUTHORITY's policies and procedures conflict with this AGREEMENT, this AGREEMENT shall govern to the extent permitted by law, with the exception of safety requirements for the HSR RIGHT-OF-WAY.

### 15. GOVERNING LAW AND VENUE

**15.1** This Agreement shall be governed by the laws of the State of California. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

**15.2** Venue for any action shall lie exclusively in Sacramento County, California pursuant to PUC Section 185038.



## OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT

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### 16. LEGAL NOTICE

**16.1** This clause is not intended to apply to normal, daily communications between the PARTIES. This clause applies to situations where notice is required to be given under the AGREEMENT or the PARTIES are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.

**16.2** Any communication, notice, or demand of any kind whatsoever which any PARTY may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

<p>CITY: Scott Mozier, Public Works Director  City of Fresno  2600 Fresno Street  Fresno, CA 93721  Telephone: (559) 621-8650</p>	<p>Authority: Alicia Fowler, Chief Counsel  California High-Speed Rail  Authority  770 L Street, Suite 620 MS1  Sacramento, CA 95814  Telephone: (916) 324-1541</p>
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**16.3** Notice shall be effective when received unless a legal holiday for the State of California commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next business day.

### 17. SUCCESSORS AND ASSIGNS

This AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors and assigns of the PARTIES.

### 18. STATE AND FEDERAL FUNDS

No funds or resources are allocated or encumbered as against this AGREEMENT and AUTHORITY's obligations and duties are conditioned upon sufficient funds being made available to the AUTHORITY by the United States Government or the California State Legislature, or other public or private sources for the purpose of this PROJECT.

### 19. AUDIT

CITY agrees that the AUTHORITY, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. CITY agrees to maintain such records for possible audit for a minimum of three (3) years after any expenditure unless a longer period of records retention is stipulated. CITY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CITY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this AGREEMENT. (Gov. Code Section 8546.7).



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**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

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**20. LEGISLATIVE APPROVAL**

Any obligation of AUTHORITY created by or arising from this AGREEMENT shall not impose a debt upon the State of California, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.

**21. UNENFORCEABLE PROVISION**

In the event that any provision of this AGREEMENT is unenforceable or held to be unenforceable, then the PARTIES agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

**22. APPENDIX**

The following Appendices are attached to this AGREEMENT and incorporated by reference herein.

Appendix A:  
PROJECT ELEMENTS – CITY AND AUTHORITY OWNERSHIP AND MAINTENANCE RESPONSIBILITY MATRIX

*[Signature Page Follows]*



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT effective the day and year last written.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY,  
an agency of the State of California

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Brian Kelly,  
Chief Executive Officer

By: \_\_\_\_\_  
Scott Mozier,  
Public Works Director

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By:  6/19/23  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

**APPENDIX A: PROJECT ELEMENTS – CITY AND AUTHORITY OWNERSHIP AND MAINTENANCE RESPONSIBILITY MATRIX**

HERNDON AVENUE GRADE SEPARATION				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Herndon Avenue Underpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• AUTHORITY and Union Pacific Railroad (UPRR) overcrossing structures and all related components and drainage</li> <li>• Retaining / gravity walls</li> </ul>
Herndon Avenue Underpass	CITY		X	CITY shall own and maintain the following (within its ROW): <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Embankments including erosion control and slope paving</li> <li>• Pedestrian Fencing and railing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrails or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Storm drainage facilities limited to inlets, pipes, storage box, and pump station for underpass only</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

GOLDEN STATE BOULEVARD				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Areas Adjacent to Golden State Boulevard	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Intrusion barrier</li> <li>• Crash / roadway barrier or attenuator for AUTHORITY structures or roadway structures</li> <li>• Sound walls</li> </ul>
Golden State Boulevard	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Street lighting</li> <li>• Landscaping and irrigation</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Storm drainage facilities including to inlets, pipes, storage box, and pump station</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

VETERANS BOULEVARD GRADE SEPARATION				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Veterans Boulevard Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the opaque fencing, except for graffiti abatement.
Veterans Boulevard Overpass	CITY		X	CITY shall fully own and maintain the structure, and be responsible for graffiti abatement on the opaque fencing.





**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

HERNDON CANAL BOX CULVERT				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Herndon Canal Box Culvert	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Herndon Canal box culvert structure</li> </ul>
Herndon Canal Box Culvert	CITY		X	CITY shall own and maintain the following as part of the GSB Roadway Improvements: <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Street lighting</li> <li>• Pedestrian Fencing and railing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

SHAW AVENUE GRADE SEPARATION				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Shaw Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Retaining walls with structural components</li> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Shaw Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures for CITY Roadway Facilities</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

ASHLAN AVENUE GRADE SEPARATION				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Ashlan Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Ashlan Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures for CITY Facilities only</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Retaining walls</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

CLINTON AVENUE GRADE SEPARATION				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Clinton Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Clinton Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Retaining walls</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic /crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>MCKINLEY AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
McKinley Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Retaining walls</li> <li>• Opaque fencing maintenance, except for graffiti abatement</li> </ul>
McKinley Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic /crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>OLIVE AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Olive Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Retaining walls</li> <li>• Opaque fencing maintenance, except for graffiti abatement</li> </ul>
Olive Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic /crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>ROEDING PARK SOUND WALL</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Roeding Park Sound Wall and Landscaping	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Structural integrity of sound wall</li> <li>• Graffiti abatement on the sound wall facing the HSR RIGHT-OF-WAY</li> </ul>
Roeding Park Sound Wall and Landscaping	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Landscape and irrigation for the landscaping on the Roeding Park side of the wall.</li> <li>• Graffiti abatement on the sound wall facing Roeding Park</li> <li>• The CITY agrees not to permit encroachment of landscaping on the sound wall within HSR RIGHT-OF-WAY or blockage of warning signs posted on the sound wall.</li> </ul>





**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>BELMONT AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Belmont Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Belmont Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Base of retaining wall drainage</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass</li> <li>• Traffic /crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Dedication plaque and wayside exhibit</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

THORNE AVENUE AND DRY CREEK CANAL BOX CULVERT				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Thorne Avenue and Dry Creek Canal Box Culvert	CITY		X	CITY shall fully own and maintain the structure.



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>TUOLUMNE STREET GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Tuolumne Street Overpass	AUTHORITY	X		<p>AUTHORITY shall fully own and maintain the following:</p> <ul style="list-style-type: none"> <li>• Roadway overpass structure</li> <li>• Soffit lighting on bridge structure</li> <li>• Retaining wall drainage</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks retaining walls</li> <li>• Opaque fencing maintenance, except for graffiti abatement</li> </ul>
Tuolumne Street Overpass	CITY		X	<p>CITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Street lighting</li> <li>• Traffic /crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>FRESNO STREET GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Fresno Street Underpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• AUTHORITY and new UPRR access structure and all related components including drainage</li> <li>• Retaining / gravity walls and related drainage infrastructure</li> </ul>
Fresno Street Underpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• G Street bridge structure and retaining walls to adjacent expansion joints</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Landscaping and irrigation</li> <li>• Fencing Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Storm drainage facilities limited to inlets, pipes, storage box, and pump station for underpass only</li> </ul>

**TULARE STREET GRADE SEPARATION**



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Tulare Street Underpass	AUTHORITY	X		<p>AUTHORITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• AUTHORITY and UPRR overcrossing structure and all related components including drainage</li> <li>• Retaining / gravity walls and related drainage infrastructure</li> </ul>
Tulare Street Underpass	CITY		X	<p>CITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• G Street bridge structure and retaining walls to adjacent expansion joints</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Pedestrian lighting</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Landscaping and irrigation</li> <li>• Fencing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Storm drainage facilities limited to inlets, pipes, storage box, and pump station for underpass only</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>VENTURA STREET GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Ventura Street Underpass	AUTHORITY	X		<p>AUTHORITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• AUTHORITY and UPRR overcrossing structure and all related components including drainage</li> <li>• Retaining / gravity walls and related drainage infrastructure</li> </ul>
Ventura Street Underpass	CITY		X	<p>CITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• G Street bridge structure and retaining walls to adjacent expansion joints</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Pedestrian lighting</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Landscaping and irrigation</li> <li>• Fencing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Storm drainage facilities including inlets, pipes, storage box, and pump station for underpass</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>CHURCH AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Church Avenue Overpass	AUTHORITY	X		<p>AUTHORITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• Roadway overpass structures (from abutment to abutment) over UPRR, BNSF Railway, and San Joaquin Valley Railroad (SJVRR)</li> <li>• Retaining walls</li> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Church Avenue Overpass	CITY		X	<p>CITY shall own and maintain the following:</p> <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting</li> <li>• Landscaping and irrigation</li> <li>• Pedestrian Fencing and railing on overpass Structure</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>





**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>JENSEN AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Jensen Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Opaque fencing, except for graffiti abatement</li> </ul>
Jensen Avenue Overpass	CITY		X	CITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Pedestrian lighting</li> <li>• Soffit lighting on bridge structures for CITY FACILITIES, UPRR/BNSF/SJVRR corridors</li> <li>• Street lighting</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Retaining walls</li> <li>• Landscaping and irrigation</li> <li>• Fencing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

<b>CENTRAL AVENUE GRADE SEPARATION</b>				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Central Avenue Overpass	AUTHORITY	X		AUTHORITY shall own and maintain the following: <ul style="list-style-type: none"> <li>• Roadway overpass structure (from abutment to abutment)</li> <li>• Retaining walls</li> <li>• Opaque fencing maintenance, except for graffiti abatement</li> </ul>
Central Avenue Overpass	CITY		X	CITY shall own and maintain the following (within its Right-of-Way, excluding County right-of-way): <ul style="list-style-type: none"> <li>• Asphalt surfacing</li> <li>• Striping</li> <li>• Signage</li> <li>• Soffit lighting on bridge structures</li> <li>• Street lighting (from Cedar to Maple including County ROW)</li> <li>• Embankments including erosion control, slope paving, and toe of slope drainage</li> <li>• Landscaping and irrigation</li> <li>• Fencing</li> <li>• Traffic / crash barrier or attenuators (i.e., metal beam guardrail or concrete barrier)</li> <li>• Traffic signals and related equipment</li> <li>• Curbing</li> <li>• Median islands</li> <li>• Gutters</li> <li>• Pedestrian sidewalks</li> <li>• Opaque fencing graffiti abatement</li> </ul>



**OWNERSHIP AND MAINTENANCE COOPERATIVE AGREEMENT**

CENTRAL CANAL BOX CULVERT FOR CEDAR AVENUE				
Project Elements	Ownership	Maintenance Responsibility		Notes
		AUTHORITY	CITY	
Central Canal Box Culvert for Cedar Avenue	CITY		X	CITY shall fully own and maintain this structure.

