

# CITY OF MOUNTAIN VIEW

MOUNTAIN VIEW, CALIFORNIA



DEPARTMENT

CITY MANAGER

September 3, 1964

Mrs. Jean Pullan  
Clerk of the Board of Supervisors  
County of Santa Clara  
County Administration Building  
70 West Hedding Street  
Room 524  
San Jose, California

RE: AGREEMENT FOR PAYMENT OF COSTS - CENTRAL EXPRESSWAY, UNIT II,  
AND THE WHISMAN ROAD OVERCROSSING

Dear Mrs. Pullan:

Enclosed you will find the original and one copy of the Agreement between the County of Santa Clara and the City of Mountain View relative to the payment of costs of construction of Central Expressway, Unit II, and the Whisman Road Overcrossing. These copies have been executed and are being returned to your office in accordance with your request of September 2, 1964.

Sincerely yours,

JOHN T. O'HALLORAN  
CITY MANAGER

JTO:so  
Enclosures

cc: City Attorney  
City Clerk

RECEIVED  
BOARD OF SUPERVISORS  
SEP 4 10 50 AM '64  
COUNTY OF  
SANTA CLARA

11  
September 2, 1964

Mr. John T. O'Halloran  
City Manager  
City of Mountain View  
P. O. Box 10  
Mountain View, California

**Subject: Agreement for Payment of Costs re Central Expressway, Unit II, and the Whisman Road Overcrossing**

Dear Mr. O'Halloran:

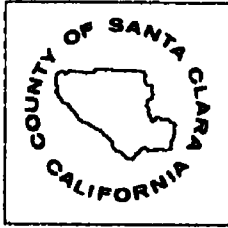
Enclosed you will find the original and three copies of an Agreement between the County of Santa Clara and the City of Mountain View relative to the payment of costs of construction of Central Expressway, Unit II, and the Whisman Road Overcrossing. The Board of Supervisors authorized the execution of this Agreement on August 31, 1964. We understand that the City Council of Mountain View has also authorized execution of this Agreement on behalf of the City. We would, therefore, appreciate your having the original and one copy executed and returned to this office.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullian  
Clerk of the Board

JP:DMR:kb  
Encls.  
CC: Public Works



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: September 1, 1964 \*

FOR: BOARD OF SUPERVISORS AGENDA OF September 1, 19 64

FROM: STEFFANI, DESIGN, PUBLIC WORKS

TITLE: Agreement with the City of Mountain View covering joint participation in the construction of Central Expressway and Whisman Road.

DESCRIPTION:

This agreement provides for the joint participation of both the City of Mountain View and the County in the Whisman-Central grade separation and interchange. The agreement provides that the County will participate to the extent of the cost of the Central Expressway intersection had the structure not been built; Mountain View to pay all additional expenses, County to act as the administrative agency. This agreement will enable the County to make application for funds from the State and to act as Mountain View's agent in entering an agreement with the railroad.

Adoption is recommended.

\* The City will act on the agreement on the evening of August 31. Action by the Board the following day will expedite completion of railroad and State application.

ECS:nc

Attachment

APPROVED:

James T. Pott  
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

\_\_\_\_\_

# 11

AGREEMENT FOR PAYMENT OF COSTS  
OF CONSTRUCTION OF CENTRAL  
EXPRESSWAY, UNIT #2, AND THE  
WHISMAN RAILROAD OVERCROSSING

THIS IS AN AGREEMENT made and entered into by and between the County of Santa Clara, hereinafter called "County", and the City of Mountain View, hereinafter called "City".

WHEREAS, the County proposes to construct a portion of Central Expressway between Orchard Avenue and Bernardo Avenue in the City; and

WHEREAS, the City proposes to construct an overcrossing of the railroad tracks, Central Expressway, and Evelyn Avenue by Whisman Road in the City; and

WHEREAS, the City and County mutually agree that it is to the advantage of both parties that both facilities be constructed as one project to be administered by the County; and

WHEREAS, the City and County wish to provide for the payment of their respective shares of the cost of acquiring rights of way and constructing said project;

NOW, THEREFORE, City and County agree as follows:

1. Right of Way and Construction Plans. County shall proceed with diligence to prepare plans and right of way drawings for the construction of said project.

2. Establishment of Whisman Road as a County Highway. Not later than 30 days after execution of this agreement by County and City, County, acting pursuant to authority granted in Sections 1700 and 1701 of the Streets and Highways Code, shall adopt and forward to City a resolution declaring Whisman Road to be a county highway. Said resolution shall state that Whisman Road shall become a County highway for the following purposes only; Acquisition of rights of way, construction, improvement and repair. Upon receipt of a copy of said resolution, City shall

Orig - B/S  
2 copies - City Mt. View  
3 copies - Public Works  
1 copy - County Counsel

AUG 31 1964  
Date \_\_\_\_\_  
APPROVED \_\_\_\_\_  
RE: CE CC PC DPW FLD  
NO: \_\_\_\_\_ ABSTAINS: \_\_\_\_\_

(8)

REC'D  
BOARD OF SUPERVISORS  
SEP 4 10 50 AM '64  
COUNTY OF  
SANTA CLARA

forthwith adopt an ordinance pursuant to Section 1701 of the Streets and Highways Code granting consent to said Road becoming a county highway for the purposes hereinabove expressed. It is understood and agreed by County and City that City's obligation to maintain Whisman Road shall cease as of the date of the award of the contract for the construction of the project; and shall not resume until Whisman Road shall cease to be a County highway in the manner provided for in Section 1704 of the Streets and Highways Code. It is further understood and agreed by the County and City that the County shall maintain Whisman Road, in all respects, from the date of the award of the contract for the construction of the project, until resumption of the City's obligation to maintain said road, as provided for hereinabove.

3. Acquisition of Rights-of-Way and Award of Contract.

Upon completion of the plans for the construction of said project and approval thereof by City and the establishment of said Road as a county highway, as hereinabove provided, County shall commence the acquisition of rights of way for the construction of said project. Upon completion of the acquisition of said rights of way, County shall take all steps necessary to advertise for bids and award a contract for the construction of said project. For the purpose of this paragraph only, the term "acquisition" shall include, without limitation, possession obtained through agreement or order of court.

4. Deposit of City's Estimated Contribution with County:

City shall advance to County, not later than the date of award of the contract for construction of said project the sum of \$500,000, estimated to be the City's share of the cost of the project.

5. Payment of Project Costs. Upon completion of the project and acceptance thereof by County, County shall submit to City an itemized statement of the City's share of the total cost of the project. City's share of the cost of the project shall be determined as follows:

(a) County shall pay the full cost of the items of construction and right of way attributable to Central Expressway. Said cost herein agreed upon to be \$590,000.00 for construction and increased right of way acquisition costs necessary to construct Central Expressway had the overcrossing by Whisman Road not been constructed, to which amount the actual cost of right of way acquisition for Central Expressway is to be added. The cost of right of way shall be, but not be limited to, the amount paid to acquire the rights of way through negotiation or as determined by a court or jury, severance damages, costs of title searches and title reports, escrow costs and costs of title insurance, revenue stamp taxes, filing fees, jury fees, fees for service of process, legal costs, expenses and fees incurred by the office of County Counsel, costs of exhibits, maps and drawings, appraisal costs and fees, witness fees, and costs of abandonment, if any.

(b) City shall pay the balance of the cost of the entire project after the County's share outlined hereinabove, and contributions of both the Highway Commission of the State of California and the Southern Pacific Company, a Delaware Corporation, towards the construction of said project, have been deducted. Within thirty (30) days of the receipt of said statement, City shall pay to the County, City's share as listed in said statement less the sum advanced under Paragraph 4. above. In the event the sum so advanced exceeds the total of City's share of the cost, the difference shall be refunded to the City.



6. Insurance. County shall require any contractor awarded the contract for the construction and improvement of said Road to take out and maintain at all times during construction, public liability and property damage insurance in form and limits of liability acceptable to City and County, insuring City and County and their respective officers and employees from and against loss, cost or expense arising out of or in any way connected with the construction of said project.

7. Application for State Funds. County, as administrative agent for this project, shall make application for funds to the State of California under Section 189-191 of the Streets and Highways Code.

In the event the California Highway Commission does not allocate said funds in accordance with standard practice, County agrees to take all necessary legal action, including appeal to the California Supreme Court, to effect the desired allocation from said Commission.

In the event funds are not made available or allocated by the State of California within eighteen (18) months of the date of this agreement, said agreement shall become null and void.

IN WITNESS WHEREOF, County and City have caused the execution of this agreement as of the AUG 31 day of \_\_\_\_\_, 1964.

COUNTY OF SANTA CLARA

By M. J. Spangler  
Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk  
of the Board of Supervisors

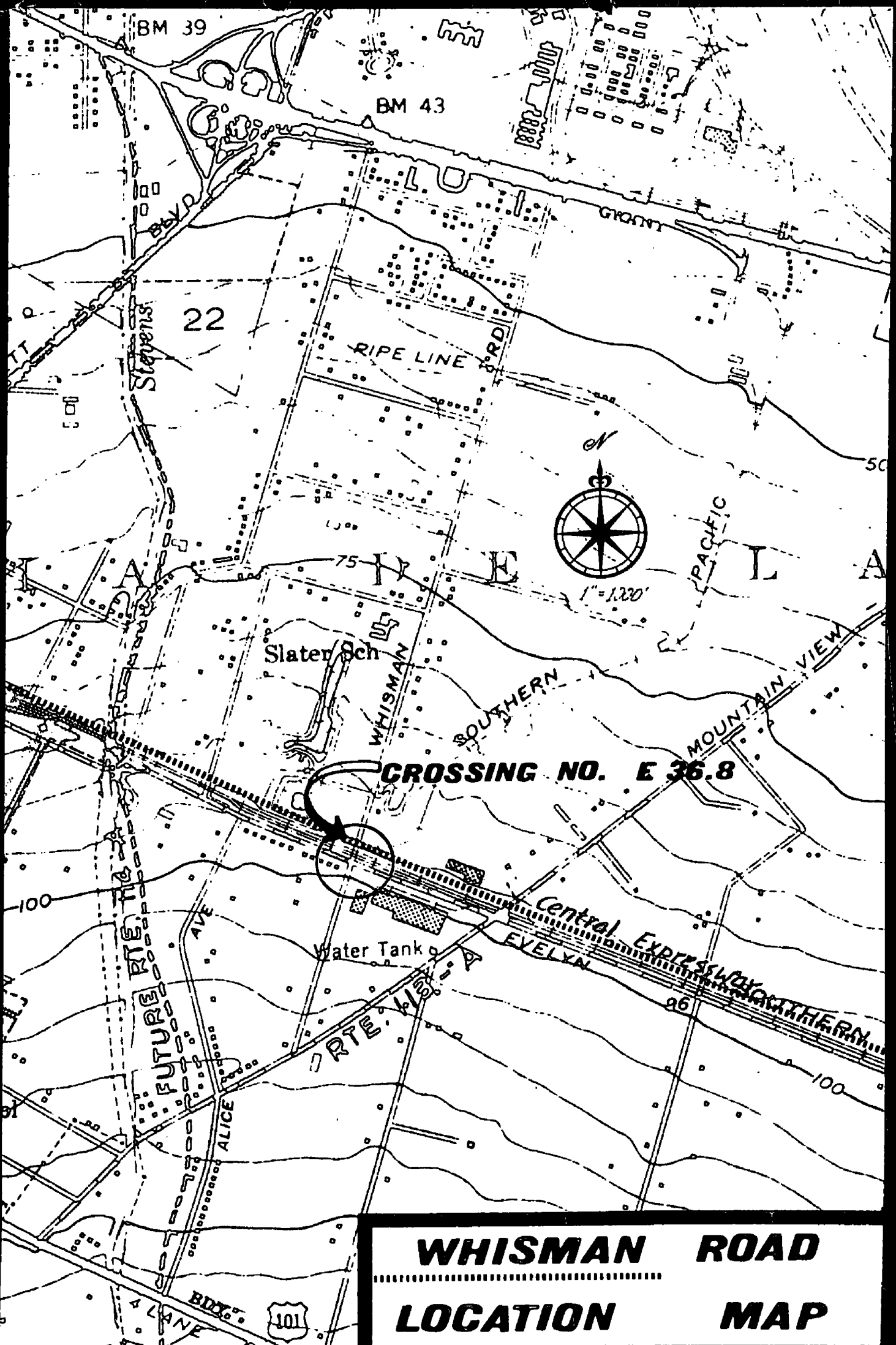
Jean Pullan

CITY OF MOUNTAIN VIEW

ATTEST:

Jean Hixon  
City Clerk, City of  
Mountain View

By J. H. Olson  
Title City Manager



**CROSSING NO. E 36.8**

**WHISMAN ROAD**

**LOCATION MAP**