



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager Office



DATE: December 9, 2011
BOARD MEETING DATE: December 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: David Holland, Assistant County Manager

SUBJECT: Offer by Stanford University to Fund the Study of Improvements to Trail along Alpine Road

RECOMMENDATION:

Adopt a Resolution authorizing the County Manager or his designee:

- A) To execute an agreement with Stanford University to extend for two additional years to December 31, 2013, the terms of the Stanford University offer to fund the study of improvements to the trail along Alpine Road between Portola Valley and Menlo Park; and
- B) To proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

BACKGROUND:

On January 3, 2006, an Agreement for Trail Easements, Construction, Management and Maintenance and Grant of Easements ("Trails Agreement") was executed between the County of Santa Clara and Stanford University. The Trails Agreement provides that Stanford University make an offer to the County of San Mateo of \$8.4 million, as escalated pursuant to that agreement, to fund the construction of improvements to portions of the C-1 connector trail, which trail is commonly referred to as the Alpine Road Trail. Under the terms of that Trails Agreement the offer to San Mateo County covers only costs incurred on or before December 31, 2011. The Trails Agreement further provides that if the construction of the improvements is not completed by said December 31, 2011 date, then Stanford is to instead pay any unpaid portion of the \$8.4 million, as escalated, to Santa Clara County for recreational purposes. The Trails Agreement provides for a two year extension of the December 31, 2011 cutoff date (i.e., until December 31, 2013) if such an extension is agreed upon by Stanford and San Mateo County. However, the Trails Agreement currently does not provide for any further extensions of time.

During the November 1, 2011 Board meeting, the Board heard public comments from

approximately 60 individuals. Following the public meeting, the Board directed staff to discuss with Stanford University additional alternatives to providing trail improvements along Alpine Road. The Board requested that staff work with Stanford University to bring back to the Board an amended proposed Agreement between Stanford University and the County which reflects in more definite terms, just what Stanford is willing to pay for. The Board further directed staff to discuss the potential project or alignment alternatives with Santa Clara County in order to determine which of the alternatives Santa Clara County would be willing to approve under the terms of the Trails Agreement and whether Santa Clara County would agree to extend the time frames provided by the Trails Agreement beyond the December 31, 2013 extended date.

DISCUSSION:

As directed by the Board, staff met with Stanford to determine and confirm which of the potential project or alignment alternatives Stanford would be willing to pay for, and any limitations on such payments (i.e, are payments limited to design and evaluation, including environmental review; do they include construction; etc) The results of these meetings are reflected in the revised proposed agreement as executed by Stanford submitted for consideration by this Board. Specifically, Stanford has agreed that it will reimburse the County for the design and evaluation including environmental review of all six options laid out by the Board, including the no project option, described as follows:

Option 1: Construct trail improvements on the south side of Alpine Road that is approximately 8 feet wide. Under this option, Alpine Road would be moved to the north by cutting into the existing hillside along the Weekend Acres section of the road. This would provide room to accommodate pedestrian and bicycle lanes and create more of a buffer between the improved trail and existing residences.

Option 2: Construct the trail improvements within the existing alignment, which would only accommodate a narrower trail (approximately 4 feet wide) along the Weekend Acres section on the south side of Alpine Road. Under this option, Alpine Road would not be moved to the north.

Option 3: Construct improvements to establish a trail that is approximately 8 feet wide, crossing Alpine Road at or about Piers Lane, continuing to the north side of Alpine Road adjacent to the street. After passing Stanford Weekend Acres (perhaps near Stowe Lane), cross back over to the south side of Alpine Road. Under this option, Alpine Road would be moved to the north to accommodate the trail corridor.

Option 4: Construct improvements to establish a trail that is approximately 8 feet wide, crossing Alpine Road at or about Piers Lane. Have the trail traverse the hill on Stanford lands between Alpine Road and the SLAC facility. After passing Stanford Weekend Acres (perhaps near Stowe Lane), cross back over to the south side of Alpine Road.

Option 5: Do not complete the entire length of the Lower Alpine Road Trail improvements from the Portola Valley border to the Menlo Park border. Instead, construct improvements to the trail only between the Portola Valley border and Piers Lane.

Option 6: No project.

Stanford has indicated that Options 1 and 2 would implement the provisions of the Trails Agreement and that Options 3 and 4 have the potential to do so. The proposed extension agreement provides that the parties will evaluate the ability of Options 3 and 4 to meet the required criteria. The proposed extension agreement also anticipates that a supplemental/final agreement will cover the final arrangements, including construction cost payments by Stanford, and maintenance and repair obligations once the improvements are completed. With regard to Option 5, Stanford has stated that it will not under any circumstances provide funds to pay for construction of such a partial trail option, which proposes to end at Piers Lane.

The Trails Agreement provides that the Santa Clara County Parks Director must approve any alignment not covered by the Trails Agreement C-1 alignment. Options 1 and 2 are effectively covered and require no further approvals from Santa Clara County. Staff met with the Santa Clara County Manager who indicated that Santa Clara County would not commit to approve any alignments or alternatives not already covered by the Trails Agreement until a specific design and environmental review have been completed for the designated alternative.

Stanford has indicated that it will not pay for any study or evaluation, or any part of any study or evaluation, that includes an alternative that requires construction of any trail improvements outside of the unincorporated area of San Mateo County or in a location that is substantially different from the five listed options.

With regard to the time frames, the revised agreement has removed some of the prior "target dates" to provide more flexibility; however, neither Stanford nor the County of Santa Clara is willing to consider a further time extension beyond December 31, 2013 until Stanford and San Mateo County have entered into an agreement for the construction of a chosen set of trail improvements. A further time extension beyond the proposed December 31, 2013 date for completion will require an amendment to the Trails Agreement between Santa Clara County and Stanford.

Staff is recommending that your Board enter into the proposed extension agreement with Stanford University, whereby Stanford University's offer to fund the study of improvements, will be extended by two years, to December 31, 2013, with the County retaining the right to proceed or not proceed with the construction of the improvements and that the County Manager or his designee, be authorized to proceed with all necessary steps, including any environmental and engineering studies or reports, required to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

In the meantime, County staff will continue to work with the potentially impacted communities, including the Ladera and Weekend Acres communities, to establish a workgroup that will meet with staff at regular intervals to review issues of concern in the area.

"The Resolution and Agreement have been reviewed and approved as to form by County Counsel."

Adoption of this resolution contributes to the Shared Vision 2025 of a Collaborative Community by promoting cooperation within and between communities in support of a community asset to be enjoyed by all.

FISCAL IMPACT:

All costs are reimbursed through agreement with Stanford University; there is no net county cost.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE :

A) TO EXECUTE AN AGREEMENT WITH STANFORD UNIVERSITY TO EXTEND FOR TWO ADDITIONAL YEARS, TO DECEMBER 31, 2013, THE TERMS OF THE STANFORD UNIVERSITY OFFER TO FUND IMPROVEMENTS TO THE TRAIL ALONG ALPINE ROAD BETWEEN PORTOLA VALLEY AND MENLO PARK; AND B) TO PROCEED WITH ALL NECESSARY STEPS TO BRING A PROPOSED LOWER ALPINE TRAIL IMPROVEMENT PROJECT TO THIS BOARD FOR CONSIDERATION WITHIN THE TIME FRAME SET FORTH IN THE EXTENSION AGREEMENT WITH STANFORD UNIVERSITY.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, On January 3, 2006, an Agreement for Trail Easements, Construction, Management and Maintenance and Grant of Easements was executed between the County of Santa Clara and Stanford University, which agreement provided, in part, that Stanford University make an offer to the County of San Mateo of \$8.4 million, as escalated pursuant to the Agreement, to fund the construction of trail improvements along Alpine Road in unincorporated San Mateo County, with the trail improvements to be completed by December 31, 2011 or, if extended by two of the three parties (County of Santa Clara, County of San Mateo and Stanford), by December 31, 2013; and

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WHEREAS, Stanford University has expressed an interest in extending its offer and the time within which to complete the trail improvements to the maximum extent authorized by the Agreement between the County of Santa Clara and Stanford University; and

WHEREAS, this Board, on July 26, 2011, authorized the County Manager's Office to initiate an outreach process to gather public input regarding the condition of the Lower Alpine Trail, potential actions the County could undertake with respect to the trail and the offer by Stanford University; and

WHEREAS, the public outreach process has been completed and it is the County Manager's opinion that the majority of respondents would support accepting the Stanford University offer so long as they would have the opportunity to review design, environmental and engineering documents and the County would have an opportunity to reject or accept the planned improvements at a future date; and

WHEREAS, the County Manager is recommending that the County agree to extend the Stanford University offer by two years by entering into a written extension agreement with Stanford University to that effect, that County staff continue to work with the community on the proposed trail improvements; and that the County Manager be authorized to proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that this

Board of Supervisors:

A) Authorizes the County Manager, or his designee, to execute an agreement with Stanford University to extend the terms of the offer for two additional years to December 31, 2013; and

B) Authorizes the County Manager, or his designee, to proceed with all necessary steps to bring a proposed Lower Alpine Trail Improvement project to this Board for consideration within the time frame set forth in the extension agreement with Stanford University.

* * * * *

AGREEMENT TO EXTEND TIME TO CONSIDER AND COMPLETE TRAIL IMPROVEMENTS TO THE LOWER ALPINE TRAIL IN SAN MATEO COUNTY

This Agreement to Extend Time to Consider and Complete Trail Improvements to the Lower Alpine Trail in San Mateo County ("Extension Agreement") is entered into by and between The Board of Trustees of The Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("Stanford") and the County of San Mateo, a political subdivision of the State of California (the "County"). It is effective as of December 13, 2011.

RECITALS

- A. Santa Clara County Trails Agreement. Under the terms of the Agreement for Trail Easements, Construction, Management, and Maintenance and Grant of Trail Easements between Stanford and the County of Santa Clara ("Santa Clara County"), executed by Santa Clara County on January 3, 2006 (the "Santa Clara County Trails Agreement"), Stanford is required to offer to fund improvements to an existing trail within San Mateo County, identified as the C-1 trail in Santa Clara County's Trails Master Plan. The obligation is subject to certain terms and conditions specified in the Santa Clara County Trails Agreement.
- B. Location and Use of C-1 "Connector" Trail. The Santa Clara County Trails Agreement (Recital B) and the Santa Clara County Trails Master Plan provide that the C-1 trail is a "Connector Trail." Connector Trails include trails that form convenient means of access and linkage from urban areas, developed areas and public lands to the primary trail network of Regional and Sub-regional Trails. (Master Plan, Ch. III, p. 43) The Santa Clara County Trails Agreement (section 2(a)) states that the C-1 Trail generally follows Alpine Road on the westerly side of San Francisquito Creek from the Menlo Park city limits to Arastradero Road. Exhibit A to this Extension Agreement depicts the C-1 trail, as identified in the Santa Clara County Trails Agreement. The Santa Clara County Trails Agreement (section 2(a)) also notes that the alignment shown on the existing plans is "only one possible alignment for the C-1 Trail" and recognizes that Stanford and San Mateo County "will jointly determine the final alignment." The portion of the C-1 trail that is located in unincorporated San Mateo County extends from the Menlo Park city limits to Portola Valley, and is also called the "Lower Alpine Trail" in this Extension Agreement.
- C. Stanford's Offer. In accordance with Section 4.a of the Santa Clara County Trails Agreement, Stanford has offered to make available to the County a total amount not to exceed \$8.4 million, as escalated pursuant to Section 4.e of the Santa Clara County Trails Agreement, for improvements to the Lower Alpine Trail. The escalated amount, as of October 1, 2011,

is \$10,364,652. The parties envision the following two-step process for determining a trail alignment and then, if the County chooses to move forward, negotiating an agreement to address construction and maintenance of the trail improvements:

- i. Environmental Study and Trail Design. As described further by this Extension Agreement, Stanford will reimburse the County for the actual costs of performing a study of trail design; completing an environmental analysis pursuant to the California Environmental Quality Act ("CEQA"); and obtaining necessary permits from federal, state and local agencies to construct improvements to the Lower Alpine Trail.
- ii. Construction and Maintenance. Upon completion of environmental review as may be required under CEQA, a second, final agreement will be negotiated and presented to the County Board of Supervisors for its consideration for approval that will include all terms and provisions required to ensure compliance with the Santa Clara County Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for construction and maintenance of the Lower Alpine Trail.

D. Deadline for Constructing Improvements. The Santa Clara County Trails Agreement requires Stanford to fund improvements to the Lower Alpine Trail (hereinafter the "Lower Alpine Trail Improvements") that are completed by December 31, 2011, or by December 31, 2013 if extended pursuant to the Santa Clara County Trails Agreement. This Extension Agreement extends the time for the County to act, and to complete the Lower Alpine Trail Improvements, to the maximum extent allowed by the Santa Clara County Trails Agreement.

E. Consequence of Not Meeting Deadline. The Santa Clara County Trails Agreement provides that if the County does not complete construction of the Lower Alpine Trail Improvements on or before December 31, 2013 (as extended), Stanford shall pay to Santa Clara County any portion of the \$8.4 million (which amount has escalated to \$10,364,652 as of October 1, 2011) that either was not paid to the County or that was reimbursed by the County to Stanford. Section 4.i of the Santa Clara County Trails Agreement specifies that Santa Clara County must use such funds to mitigate the adverse effect on recreational opportunities for existing or new campus residents and facility users that will be caused by the housing and academic development approved by the Stanford General Use Permit, which will reduce the availability of recreational facilities while increasing the demand for such facilities.

- F. Commencement of Environmental Review. The County intends to commence environmental review under CEQA to evaluate the Lower Alpine Trail Improvements. The CEQA evaluation will address issues raised by the public during recent outreach meetings, including but not limited to: effects of increased trail usage and trail design; potential safety improvements to Alpine Road such as installation of traffic signals and devices to call attention to bicycle lanes and trail users; creek bank erosion and protection; drainage; visual quality; and construction impacts. The CEQA evaluation will also include an analysis of five trail options and a No Project alternative, as described further in this Extension Agreement.
- G. No County Commitment. By entering into this Extension Agreement, commencing environmental review of the Lower Alpine Trail Improvements, or accepting funding pursuant to the terms hereof, the County does not commit to approve construction of the trail improvements. The County retains full discretion to decide not to proceed with construction.

AGREEMENT

The parties agree as follows:

1. Extension. The time limit established by the Santa Clara County Trails Agreement for the County to act to receive funds from Stanford, and for the Lower Alpine Trail Improvements to be completed, is extended to December 31, 2013.
2. Target Date. Pursuant to the Santa Clara County Trails Agreement, if any portion of Stanford's \$8.4 million offer (which amount has escalated to \$10,364,652 as of October 1, 2011) has not been spent by the County by December 31, 2011 or December 31, 2013 as extended by this Agreement, the remaining amount must be provided to Santa Clara County. The Santa Clara County Trails Agreement does not provide for any additional extensions of the December 31, 2013 deadline. Accordingly, the parties to this Extension Agreement have established target dates and a schedule designed to enable the Lower Alpine Trail Improvements to be completed by the date established in the Santa Clara County Trails Agreement.

The parties estimate that in order to complete construction of the Lower Alpine Trail Improvements by December 31, 2013, construction work would need to begin by May 1, 2013. It would take several months after project approval and completion of environmental review to secure the necessary permits from state and federal agencies to allow work to proceed in the creek by May 1, 2013. Therefore, to allow sufficient time to secure permits necessary for construction, the parties have established a

target date of October 31, 2012 for completion of environmental review of the Lower Alpine Trail Improvements ("Target Date").

The October 31, 2012 Target Date for completion of environmental review would also include consideration by the County Board of Supervisors of a final agreement that includes all terms and provisions required to ensure compliance with the Santa Clara County Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for construction and maintenance of the Lower Alpine Trail.

The parties shall use their best efforts to achieve the October 31, 2012 Target Date for completion of environmental review and consideration of a final agreement. If the Target Date is not achieved, the parties shall meet and confer to determine whether the Target Date should be extended, and if so, to what date. A mutually acceptable extension of the Target Date may be approved in writing by Stanford's Representative (as defined in Section 13, below) and the County Manager or his/her delegated representative, without the need to amend this Extension Agreement. If the parties do not agree on the extension of the Target Date within 30 days after the Target Date, or within 30 days after the expiration of any extension of the Target Date, then either party may terminate this Extension Agreement, as described in Section 11, below.

If, after reaching a final agreement regarding construction and maintenance of the Lower Alpine Trail, the parties determine that additional time is needed to complete construction of the trail improvements, then the parties agree to cooperate in seeking approval from Santa Clara County of a reasonable extension of the December 31, 2013 deadline established in the Santa Clara County Trails Agreement.

3. Project Description for Environmental Review. The "Project" to be analyzed for purposes of environmental review under CEQA will constitute improvements to the entire trail that generally is located on the westerly side of San Francisquito Creek in unincorporated San Mateo County from the Portola Valley boundary to the Menlo Park boundary, connecting at each end to the improved trail segments in those jurisdictions. Details of the Project to be evaluated in the environmental review document will be determined by the County, in its reasonable discretion.
4. Trail Options To Be Evaluated. Each of the trail alignments to be designed, evaluated and reviewed by the County would be located in unincorporated San Mateo County. With the exception of Option 5, as described below, each of the alignments would extend from the Portola Valley boundary to the Menlo Park boundary, connecting at each end to the improved trail segments in those jurisdictions. Further, each of the

trail alignments would be located on the south side of Alpine Road, except that under Options 3 and 4, the alignment would cross to the north side of Alpine Road and then return to the south side of Alpine Road. The County will prepare designs, evaluate, and perform environmental review of, at Stanford's sole cost, the following five trail alignments and a No Project alternative:

Option 1: Construct a trail on the south side of Alpine Road that is approximately 8 feet wide. Under this option, Alpine Road would be moved to the north by cutting into the existing hillside along the Weekend Acres section of the road. This would provide room to accommodate pedestrian and bicycle lanes and create more of a buffer between the improved trail and existing residences.

Option 2: Construct the trail improvements within the existing alignment, which would only accommodate a narrower trail (approximately 4 feet wide) along the Weekend Acres section on the south side of Alpine Road. Under this option, Alpine Road would not be moved to the north.

Option 3: Construct a trail that is approximately 8 feet wide, crossing Alpine Road at or about Piers Lane, continuing to the north side of Alpine Road adjacent to the street. After passing Stanford Weekend Acres (perhaps near Stowe Lane), cross back over to the south side of Alpine Road. Under this option, Alpine Road would be moved to the north to accommodate the trail corridor.

Option 4: Construct a trail that is approximately 8 feet wide, crossing Alpine Road at or about Piers Lane. Have the trail traverse the hill on Stanford lands, continue in a direction that generally is parallel to Alpine Road near the periphery of Stanford's land, and then return to Alpine Road. After passing Stanford Weekend Acres (perhaps near Stowe Lane), cross back over to the south side of Alpine Road. Stanford will ask SLAC and the Department of Energy whether the trail can be located within the SLAC leasehold lands; if SLAC and the Department of Energy affirm that such a location is potentially feasible, the trail alignment to be evaluated under this Option 4 would enter the SLAC leasehold lands before it returns to Alpine Road. Otherwise, the alignment to be evaluated under this Option 4 would not encroach into the SLAC leasehold lands.

Option 5: Do not complete the entire length of the Lower Alpine Road Trail from the Portola Valley border to the Menlo Park border. Instead, construct the trail only between the Portola Valley border and Piers Lane where it could connect to an existing trail that goes up the back side of the Dish.

Stanford agrees that it shall reimburse the County for the cost of designing

and evaluating each of the five options described above, and the No Project alternative, including the cost of environmental review.

The parties agree that Options 1 and 2 are each included as part of the "existing plans" as identified in the Santa Clara County Trails Agreement and are each therefore deemed by the parties to implement the provisions of the Santa Clara County Trails Agreement.

Stanford agrees that each of Options 3 and 4 has the potential to meet the requirements of the Santa Clara County Trails Agreement. Further, with regard to Options 3 and 4, Stanford and the County will evaluate in good faith the ability of each option to: (a) meet the Project objectives to implement the terms set forth in the Santa Clara County Trails Agreement; (b) minimize adverse environmental effects including adverse safety effects; (c) feasibly be constructed in accordance with the time frame set forth in this Extension Agreement (including any agreed to extension); and (d) stay within a budget under which Stanford's contribution would not exceed the dollar amount offered by Stanford. In addition, Options 3 and 4 would each necessitate review and approval by the Director of Parks and Recreation of Santa Clara County.

If the County selects Option 1 or 2, or if the County selects Option 3 or 4 and that selected Option meets all of the foregoing conditions, then Stanford will negotiate in good faith to reach a final agreement that includes all terms and provisions required to ensure compliance with the Santa Clara County Trails Agreement and that addresses construction of the selected trail alignment.

Stanford states that Option 5, described above, would not meet the objective of providing a complete connector trail. If the County selects Option 5, Stanford would not provide funding to San Mateo County to construct or maintain the Lower Alpine Trail Improvements.

In the event that the County elects to evaluate an alternative or mitigation measure that would require construction of trail improvements outside of the unincorporated area of the County, or in a location that is substantially different from the five options described above, Stanford shall not be required to reimburse the County for costs for the County's evaluation of such an alternative or mitigation measure, except that Stanford shall in all cases be required to reimburse the County for the County's evaluation of the No Project alternative.

5. County's Obligation for Design. The County is responsible for the design of the Project, and Stanford shall reimburse the County for the costs of designing each of the options described in Section 4, above. The County will at its discretion retain consultants to prepare final design, engineering and construction plans for the Project ("Trail Design Consultants"). Such

final design, engineering and construction plans either shall be consistent with the conceptual existing plans, or must be approved in writing by the Director of Parks and Recreation of Santa Clara County as required under Section 4.a of the Santa Clara County Trails Agreement. In order for Stanford to provide funding to San Mateo County for the construction and improvement of the Lower Alpine Trail, the final design, engineering and construction plans for the Project shall include improvements to the entire length of the Lower Alpine Trail from the Menlo Park city limits to the Portola Valley border.

6. Initial Deposit and Reimbursement of Expenses. Stanford shall deposit with the County an initial sum of \$450,000 to be used to reimburse the County for the reasonable, actual costs and expenses incurred or suffered by the County in its efforts to manage and prepare or have prepared each and any of the following: studies of the trail alignment; the design and engineering work described in Section 5, above; the environmental review under CEQA as described in Sections 3 and 4, above; and any other studies necessary to obtain permits from federal, state and local agencies to construct the Lower Alpine Trail Improvements (collectively, "Trail Studies"). The County shall retain the deposited funds in a segregated account ("Trails Fund") and shall withdraw funds only to pay the costs that are subject to reimbursement from Stanford under this Extension Agreement. The costs subject to reimbursement from Stanford under this Extension Agreement are the County's actual costs and expenses incurred, commencing on the date of execution of this Extension Agreement, for time and materials associated with: County staff (including without limitation, Planning, Public Works, County Manager, and County Counsel) review and supervision of the Trail Studies and the work and contracts related thereto; management of the Trails Studies by a contract planner if the County elects to hire a contract planner for this purpose; work by any Trail Design Consultants, including engineering, hydrology, soils and other design consultants, that may be retained by the County for preparation of the Trail Studies; work by environmental consultants that may be retained by the County for the preparation of the Trail Studies; and fees paid to any federal, state or local agencies in connection with the Trail Studies (collectively "Reimbursable Costs").
7. Scopes of Work. Prior to retaining any individual or consulting firm to perform work subject to reimbursement from Stanford under this Extension Agreement, the County shall require such individual or consulting firm to submit for County approval a written scope of work and schedule of rates (collectively "Scope of Work"), which shall include deadlines for completion of work in order to achieve the Target Date identified in Section 2, above. In addition, at least five working days prior to its approval of a Scope of Work, the County shall provide such Scope of Work to Stanford for its comments as to whether the tasks described in the Scope of Work are Reimbursable Costs, and as to whether the cost of

the work is reasonable. The County shall require subsequent changes to the Scope of Work to be submitted in writing prior to undertaking any work outside or in excess of the approved Scope of Work, and the County shall provide such changes to Stanford in the same manner as the initial Scope of Work.

8. Documentation of Expenses and Increased Deposit. On a monthly basis, the County shall provide billing records and documentation to Stanford sufficient for Stanford to confirm that the funds that the County has withdrawn from Trails Fund have been used solely for Reimbursable Costs. The County may at any time require Stanford to meet and confer to determine an increase in the Stanford deposit, and when the funds that the County has withdrawn from the Trails Fund reach 90 percent of the amount that Stanford has deposited, the parties shall meet and confer to determine the increased amount that Stanford shall deposit in order to reimburse the County for any remaining anticipated Reimbursable Costs, and Stanford shall provide such increased amount to the County for deposit into the Trails Fund.
9. Return of Remaining Deposit. Within 60 days of termination of this Extension Agreement, the County shall withdraw from the Trails Fund the amount necessary to pay any remaining Reimbursable Costs that the County has incurred, and the County then shall return to Stanford any amount remaining in the Trails Fund. Alternatively, if the parties reach a final agreement for construction of the Lower Alpine Trail Improvements, the parties will transfer the remaining deposit to a construction fund or other fund associated with that final agreement.
10. Cost Limit. The sum of all Reimbursable Costs combined with all costs of constructing the improvements to the Lower Alpine Trail, including the costs of mitigation, shall not exceed \$8.4 million, as escalated pursuant to Section 4.e of the Santa Clara County Trails Agreement on each January of the calendar year in which the Reimbursable Costs are incurred. The escalated amount, as of October 1, 2011, is \$10,364,652.
11. Termination. This Extension Agreement shall automatically terminate on December 31, 2013. Further, either party may elect to terminate this Extension Agreement as provided in Section 2, above, by providing written notice to the other party. In addition, the parties anticipate that all terms of the Extension Agreement other than the extension of the time to act under the Santa Clara County Trails Agreement, will be replaced by a final agreement that will include all terms and provisions required to ensure compliance with the Santa Clara County Trails Agreement, including a final trail alignment and improvement plans, and terms specifying responsibilities for design, construction and maintenance of the Lower Alpine Trail. Upon termination of this Extension Agreement, the parties shall have no further obligations under this Extension Agreement

except as to payment to County by Stanford for Reimbursable Costs that have been incurred by County prior to termination, and return of any remaining amount in the Trails Fund, as described in Section 9, above.

12. Enforcement. Each of the parties may pursue any remedy at law or equity available for the breach of any provision of this Extension Agreement.
13. Representations. Stanford represents that it is authorized and empowered to enter into this Extension Agreement, which is enforceable by the County and that Robert C. Reidy has been duly authorized by Stanford to execute this Extension Agreement on its behalf. The County represents that it is authorized and empowered to enter into this Extension Agreement, which is enforceable by Stanford, and that the signator for the County has been duly authorized by the County Board of Supervisors to execute this Extension Agreement.
14. Administration.
 - a. County. The County Manager or his/her delegated representative shall represent the County with regard to this Extension Agreement and the Project. Until further notice, the County Manager's delegated representative is David Holland, Assistant County Manager. The County Manager or his/her delegated representative shall be the recipient of all communications to County from Stanford and shall communicate to Stanford on behalf of the County with regard to this Extension Agreement and the Project.
 - b. Stanford. Stanford shall provide to the County by written notice, from time to time, the name of a contact person employed by Stanford ("Stanford's Representative"). Until further notice, Stanford's Representative shall be its Director of Design and Construction, currently Jim Inglis. Stanford's Representative shall be the recipient of all communications to Stanford from the County and shall communicate to the County on behalf of Stanford with regard to this Extension Agreement and the Project.
 - c. No Personal Liability. This Extension Agreement shall not create any personal liability of any individual representative to the parties herein for any action or inaction related to their duties as set forth herein.
15. Notice. All notices required or provided for under this Extension Agreement shall be in writing and shall be delivered personally or by overnight courier service or sent by certified or registered mail, return receipt requested. Any notice given by (a) personal delivery, (b) recognized overnight national courier service or (c) registered or certified mail, return receipt requested, shall be deemed to have been duly given

and received upon receipt. Notices to the parties shall be addressed as follows:

To County: David Holland, Assistant County Manager
County of San Mateo
400 County Center
Redwood City, CA 94063

With copies to: Director of Public Works
County of San Mateo
555 County Center
Redwood City, CA 94063

Chief Superintendent of Parks
County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94063

County Counsel
County of San Mateo
400 County Center
Redwood City, CA 94063

To Stanford: Director of Design & Construction
Stanford University
2755 Sand Hill Road, Suite 100
Menlo Park, CA 94025

With copies to Office of the General Counsel
P.O. Box 20386
Stanford, CA 94305

Director of Land Use and
Environmental Planning
Stanford Land, Buildings & Real Estate
3145 Porter Drive
Palo Alto, CA 94304-8442

As a courtesy, each notice also shall be sent by fax or email, but the failure to do so shall not invalidate the notice given or constitute a breach of this Extension Agreement. Similarly, the copies of the notice provided to the persons shown above are provided solely as a courtesy and the failure to provide one or more copies shall not invalidate the notice given or constitute a breach of this Extension Agreement.

Any party may change its address for notice by giving ten days' notice of such change in the manner provided in this paragraph.

16. No Third Party Beneficiaries. This Extension Agreement is for the benefit of the named parties only and is not intended, and shall not be construed to be for the benefit of any third party.

17. Exhibits. The following Exhibit is attached to this Extension Agreement and by this reference incorporated herein as if set forth in full.

Exhibit A Conceptual Alignment of the Lower Alpine Trail

The parties have executed this Extension Agreement on the dates set forth below.

COUNTY OF SAN MATEO

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR
UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

