Weather Report

Temperature for 24-hour period eng at 5 p.m. yesterday, maximum 7

Monterey Bay Area—Fair Sunday and anday. Slowly rising daytime temper tres. Low Sunday 35 to 45, high 63 70. Northerly winds 10 to 22 knots and gentle winds Monday.

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Sunday and

FORTY-EIGHT PAGES

City, UC Officials Reach Agreement

Regents And Councilmen To Sign Pact This Week

By Jack Rannells
Santa Cruz and University of California have an agreement for cooperation in Cowell ranch campus planning and

development.

This includes limitation of police and fire protection commitments to campus areas within the city limits—a final stumbling block removed by the university on the condition that it will not effect a corresponding county agreement.

The county agreement—concerning the construction of periphery and cross-campus roads®—

periphery and cross-campus roads mainly—is scheduled for its first reading tomorrow morning's board of supervisors session. mainly-reading board o

city councilmen are expected to formalize their document at their regular meeting Tuesday night. The university regents will get it Thursday or Friday.

Completion of the pact will green-light the final purchase of the 1994-acre campus parcel from the S. H. Cowell foundation.

the S. H. Cowell foundation.

Final points in the cooperation agreement were worked out Friday by five councilmen, other city and university officials at Berkeley. The cordial session bore little resemblance to a tense, sometimes biting, meeting last Tuesday.

Farl Rolton, vice president

Earl Bolton, vice president of university relations, got the meeting off to a good start by voluntarily dropping U.C. requests for a gift of land which may come to the city in abandonment of East Cliff drive for the small craft harbor entrance.

The gift was not a formal commitment, but Bolton indicated it had been suggested by a "city official."

"Our information was doubtful. It's our understanding that the city will extend its best efforts to help us get facilities near the harbor. That covers it," Bolton said.

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Mayor John Daly explained the city's reservations on legality of providing police and fire protection outside the city limits.

Regent Donald McLaughlin, one of the two who sat in on the session, struck to the heart of the issue.

ssion, s e issue.

(What 'What are the disadvantages prompt annexation?"

Bolton said he is concerned on two points:

- 1. Would annexation impair the county's financing program (state and federal aid) for con-struction of access and periph-eral roads?
- 2. Is there any established balance in city and county commitments which would be upset by altering the police and fire commitment?

City Manager Peter Tedesco said he does not believe any for-mal balance was set between city and county commitments.

Bolton asked if the city would assume responsibility for forest fire protection in northerly areas of the campus.

City Attorney John Barber said the city is contemplating pur-chase of forest fire fighting equip-ment. This would put them in po-sition to establish a mutual aid pact with the state division of estry.

Chanacellor Dean McHenry and Bolton joined in the ultimate sug-gestion that service be limited to city areas if there is no conflict city areas if the with the county.

"That means the regents, by planning in accordance with these limitations, could determine when and where this higher level of service will be set," Bolton explained.

McLaughlin said he has no doubt that the section will be agreeable to the full board of regents.

Councilman Harold Carriger announced the city's intention to abandon a request for a "best ef-

forts" limitation on providing mu nicipal services

nicipal services.

This section was reworded to permit installation of water and sewer service lines (at city expense) to campus boundaries outside the city if good engineering practice and reasonable needs of the university or city dictate.

The officials stuck on rewording of another section, this covering underground utilities.

President Clark Kerr pro-

ering underground utilities.

President Clark Kerr provided the final breakthrough. His wording stated intent of the city to require underground power and telephone lines in areas where aesthetics of the campus would be affected by poles. The areas will be specified in the university area master plan, subject to city, county and university approval.

Kerr also led the group around a "catch-all" phrase protested by the coouncil—particularly attorney Bert Snyder.

The phrase in the otherwise

The phrase in the otherwise specific document committed the city to accomplish "all written representations, offers, and commitments."

Kerr suggested that a statement that the agreement is intended to accomplish the various representations made would meet the university's intent in the

clause.

The other regent present was William Roth. Other councilmen present were John McBain and Robert Warne.

In review, the cooperation agreement includes the following basic points:

The city will give the university a 1.5-acre site in the Swanton tract industrial park for industrial liaison office and labor a-tory use.

dustrial liaison office and labor a-tory use.

The city, county, and university will cooperate in a master plan program for the university community area. Physical plan deadline is December 1, 1962. Approval deadline is June 1, 1963. An 18-month building permit "freeze" already has been established to protect this planning area. Necessary rezoning will be accomplished before the "thaw."

The city will require underground utilities in mutually agreed areas.

The city will require underground utilities in mutually agreed areas.

Annexation will be a university prerogative. Police and fire protection at urban level of service will be provided campus areas in the city.

The city will provide water, sewer and storm drain lines to the campus bouondary. Normal water and sewer charges will be made for service.

The city will relocate streets (High), a million-gallon water storage tank, and utilities within campus boundaries as required by development plans. The university will make mutually agreeable alternate tank sites available. The university will sell right of way for street locations at \$1100 per acre. It will permit water transmission lines to cross the camapus, with any necessary relocations to be at city cost.

The city will use best effort to make shoreline property available for research and study and harbor area property available fo student recreational use.

It will cooperate with the courty in securing road and utilit rights of way inside the city.