

COUNTY OF SAN MATEO

INTERDEPARTMENTAL CORRESPONDENCE

To: Honorable Board of Supervisors

From: Supervisor Mike Nevin
Supervisor Mark Church

Subject: Resolution Authorizing Agreement with Akin, Gump, Strauss, Hauer & Feld, LLP, for Services in Relation to the Proposed Expansion of San Francisco International Airport and Other Issues Regarding the City and County of San Francisco

Date: September 12, 2001

RECOMMENDATION: Adopt a resolution authorizing and directing the President of the Board to execute an agreement with the law firm of Akin, Gump, Strauss, Hauer and Feld, LLP, for services in relation to the proposed expansion of the San Francisco International Airport and other issues regarding the City and County of San Francisco in the amount of \$200,000.

Background:

San Francisco International Airport is currently studying six alternatives pursuant to its Runway Configuration Program. Four of the alternatives would involve extending runways into San Francisco Bay. Expansion of the Airport would be one of the largest construction projects in San Mateo County history and would inevitably result in substantial impacts to the environment and citizens of the County. The project will require the preparation of an Environmental Impact Report/ Environmental Impact Statement which must evaluate the environmental impacts associated with the expansion, and propose alternatives and mitigation measures to address its impacts. Under provisions of the State Aeronautics Act, the Board of Supervisors must consider any plan for expansion, and approve or deny it before San Francisco can acquire property needed for the project. In considering whether to approve the plan for expansion, the County would operate as a "responsible agency" under the California Environmental Quality Act.

At the direction of the Board, we initiated a process to identify an outside firm, with particular expertise in the area of airport construction and operation, to represent the County in carrying out its responsibilities under the State Aeronautics Act and the California Environmental Quality Act. In addition, we sought to identify a firm that could provide the

Honorable Board of Supervisors

Page 2

September 12, 2001

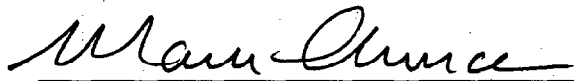
County with representation on other issues involving the City and County of San Francisco. A request for qualifications was circulated, and interviews were held with several firms who exhibited, on paper, the necessary qualifications. The subcommittee, assisted by the County Manager and Director of Environmental Services, determined that the law firm of Akin, Gump, Strauss, Hauer & Feld, LLP, was the best choice to provide the County with the necessary assistance. A contract has been prepared and is now presented to the Board for its review and approval.

Fiscal Impact:

The contract, as currently proposed, would reimburse Akin, Gump, Strauss, Hauer & Feld, LLP, on a time and materials basis, with an initial cap of \$200,000. Approximately \$75,000 of that amount is earmarked for the development of a strategic assessment. It is unknown at this time what the full costs of representation would be since the services to be provided will depend on future events. The contract includes a termination clause allowing the Board to terminate the contract upon thirty days notice.



Mike Nevin, Supervisor, Fifth District



Mark Church, Supervisor, First District

cc: John Maltbie, County Manager

Marcia Raines, Director of Environmental Services

L:\CLIENT\BOARDSUP\mem agr Akin Gump.wpd

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT
OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT
WITH THE LAW FIRM OF AKIN, GUMP, STRAUSS, HAUER & FELD, LLP**

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

WHEREAS, COUNTY desires to retain AKIN, GUMP, STRAUSS, HAUER & FELD, LLP, to assist COUNTY in the proceedings relating to San Francisco International Airport's Runway Configuration Program and other matters involving the City and County of San Francisco; and

WHEREAS, AKIN, GUMP, STRAUSS, HAUER & FELD, LLP, has both the qualified personnel and expertise to provide such legal and associated services as are necessary and it is ready, willing and able to now provide such services upon request of County; and

WHEREAS, an agreement for such services has been proposed and reviewed by this Board, which desires to enter into same;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute the agreement with AKIN, GUMP, STRAUSS, HAUER & FELD, LLP, on behalf of the County, and the Clerk of this Board shall attest to his signature thereto.

* * * * *

**AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE LAW FIRM OF
AKIN, GUMP, STRAUSS, HAUER & FELD, LLP**

THIS AGREEMENT, is entered into on _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter referred to as "COUNTY"), and the law firm of AKIN, GUMP, STRAUSS, HAUER & FELD, LLP (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H

WHEREAS, COUNTY desires to retain CONTRACTOR to represent COUNTY in proceedings relating to a proposal to expand or enlarge San Francisco International Airport ("Airport"), and in connection with other issues regarding the City and County of San Francisco, as directed by COUNTY; and

WHEREAS, CONTRACTOR has both the qualified personnel and expertise to provide such legal and associated services as are necessary and it is ready, willing and able to now provide such services upon request of COUNTY:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. CONTRACTOR shall perform legal and associated services on behalf of the County of San Mateo and its officers and employees with regard to the current operation of Airport, the proposed expansion or enlargement of Airport, and other issues regarding the City and County of San Francisco, as directed from time to time by the Board of Supervisors, the County Manager, the County Counsel, and/or other designated officials of COUNTY. Such services shall include, but not be limited to, review of and advice concerning: (a) Airport's

compliance with applicable federal and state laws in the development and implementation of plans to expand or enlarge Airport, (b) any and all federal and state environmental evaluations related to the expansion or enlargement of Airport, (c) the COUNTY'S role in the consideration of any plan for expansion or enlargement of Airport, (d) mitigation measures necessary to eliminate or substantially reduce adverse impacts of any proposed expansion or enlargement of the Airport, (e) alternatives other than those proposed by the City and County of San Francisco, (f) the relative impacts, costs and benefits to San Mateo County of each of the alternatives considered by Airport, and (g) variances issued by the State for the operation of Airport. As part of its services, CONTRACTOR shall prepare a strategic assessment with regard to COUNTY'S consideration of the proposed expansion or enlargement of Airport, at an estimated cost of \$75,000.

Unless otherwise agreed to by the parties in writing, services under this Agreement shall be performed by, or under the supervision of, Eliot Cutler, Esq. Specifically, Mr. Cutler shall be the lead attorney in the development of strategy and conduct of negotiations.

2. In consideration for the providing of such legal services as herein described, COUNTY shall pay CONTRACTOR at CONTRACTOR's schedule of hourly rates normally charged to public jurisdictions, a copy of which is attached hereto as Exhibit A.

CONTRACTOR shall also be entitled to reimbursement for reasonably incurred costs. However, COUNTY's total obligation under this agreement shall not exceed \$200,000 unless expressly agreed to in writing between CONTRACTOR and COUNTY. Payments will be made within 30 days of receipt of billing by CONTRACTOR.

At such times as hourly rates reflected in Exhibit A are adjusted by CONTRACTOR for general application to its clients, and upon thirty (30) days notice to COUNTY, the

schedule of hourly rates in Exhibit A shall be changed to conform with such adjustment.

3. In performing the legal services herein agreed upon, CONTRACTOR shall have the status of independent contractor and shall not be deemed to be an officer or employee of the COUNTY.

4. CONTRACTOR shall not assign any of its rights or obligations herein contracted for without the written consent of the COUNTY first having been obtained.

5. CONTRACTOR shall at all times keep a complete and thorough record of the services and time expended by CONTRACTOR and CONTRACTOR shall also make available to COUNTY for inspection purposes all of such records so maintained. COUNTY will pay upon billing by CONTRACTOR based upon time and service previously rendered.

6. CONTRACTOR shall keep in full force and effect during the term of this Agreement malpractice coverage in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00).

7. This Agreement may be terminated by either party upon the giving of thirty (30) days written notice prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day and year first above written.

AKIN, GUMP, STRAUSS, HAUER & FELD, LLP

BY: _____

COUNTY OF SAN MATEO

BY: _____

MICHAEL NEVIN, PRESIDENT
OF THE BOARD OF SUPERVISORS

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

L:\CLIENT\BOARDSUP\agr akin gump.wpd