

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY & COUNTY OF
SAN FRANCISCO, BY AND THROUGH THE SAN FRANCISCO AIRPORT
COMMISSION, AND THE COUNTY OF SAN MATEO FOR THE ADVANCE
FUNDING FOR NOISE INSULATION PROJECTS IN THE STATE 65 dB CNEL NOISE
CONTOUR TO INCLUDE ONE (1) SCHOOL.

This Agreement to Amend is entered into this ___ day of _____, 2005, by and between the City and County of San Francisco, acting through its Airport Commission (hereafter "Airport Commission") and the County of San Mateo, both of which are political subdivisions of the State of California.

Recitals

- A. The Airport Commission and the San Mateo County entered into an Agreement, dated for convenience June 27, 2000, for funding of noise insulation projects, within the State 65 dB CNEL Noise Contour ("Agreement").
- B. The Airport Commission and the San Mateo County desire to amend this Agreement to include schools located within the 65 dB CNEL Noise Contour as eligible for noise insulation funding.

Agreement

The parties agree as follows:

1. Section 1 of the Agreement is replaced in its entirety with the following:

Advance Funding for Noise Insulation Work

The Airport Commission, through the Airport Director, will provide funding to San Mateo County to pay the costs of noise insulation for "Eligible Properties," currently estimated to be up to \$2,689,250 (\$2,437,650 for the school and \$251,600 for eligible dwellings). However, in no event shall the Airport Commission be required to provide more than \$2,689,250 (\$2,437,650 for the school and \$251,600 for eligible dwellings) under this Agreement. San Mateo County may use the funds provided under this agreement only to pay such noise insulation costs and for no other purpose. As to this property for which FAA funds are or become available to pay for noise insulation work because of its location in the Federal 65 dB CNEL Noise Contour, the amount that the Airport Commission provides to San Mateo County is an advance which the county must repay to the extent that the County is or becomes entitled to the FAA funds.

The term "Eligible Property" means a Public or Private School or Dwelling Unit (a) that is located in unincorporated San Mateo County, (b) that is within the State 65 dB CNEL Noise Contour, (c) whose owners have not declined to participate in the noise insulation

program, and (d) for which no funds have been advanced under the \$120 million MOU. Attached is a list showing the Eligible Properties.

The term "Dwelling Unit" means:

- (a) A single-family detached Dwelling Unit (owner-occupied and rentals);
- (b) A single-family attached Dwelling Unit, e.g., duplexes, townhouses, and row houses (owner-occupied and rentals); and
- (c) A multi-family Dwelling Unit, e.g., apartments, condominiums (owner-occupied and rentals).

Whenever this Agreement refers to the "State 65 dB CNEL Noise Contour" that term means the 65 dB CNEL Noise Contour map published for the 4th Quarter of 1999.

2. The first sentence of Section 4 is amended to read as follows:

The parties shall share all relevant information about Public and Private schools and Dwelling Units that may constitute Eligible Properties and shall work promptly and cooperatively to identify these properties.

3. Section 8 of the Agreement is amended to read as follows:

- a. The first paragraph of Section 8 is amended to read as follows:

The Airport will pay the actual cost of insulating one (1) school located in unincorporated San Mateo County up to a maximum of \$2,437,650 for one noise easement provided as required in Section 7. The Airport will pay the actual cost of insulating dwelling units located in unincorporated San Mateo County up to a maximum of \$50,000 for each noise easement provided as required in Section 7.

- b. The third paragraph of Section 8 is amended to read as follows:

The Airport will advance funds under this Agreement in a two-step installment process: 25% of the insulation cost not exceeding the maximum specified above will be disbursed within sixty (60) days of receipt of easements that the Airport Director approves as meeting the requirements of Section 7, or sixty (60) days of receipt of request for payment with submission of estimated cost for the school. Construction may not proceed until the County applies for federal grant funds as required in Section 9 and the grant application is approved or denied. Once San Mateo County has made an actual award of a construction contract for the property (as evidenced by Board of Supervisors minutes, signed construction contracts, or other documentation acceptable to the Airport), it will notify the Airport Director. The Airport Director will, within sixty (60) days after the Airport is notified, disburse the balance of the actual cost of the project up to a maximum of \$2,437,650 for the school, or \$37,500 per easement for dwelling units. If San Mateo County demonstrates that it will be necessary to pay more than \$2,437,650 to insulate the

school, or \$50,000 in order to insulate a particular dwelling unit property, additional funds to pay the cost may be authorized by the Airport Director subject to the maximum amount of funds available under this agreement.

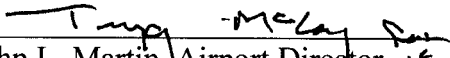
4. The third paragraph of Section 9 is amended to read as follows:

Within thirty (30) days after completion of the noise insulation work for the Eligible Properties specified in this Agreement, County shall provide the Airport Commission with an accounting of the noise insulation funds received from the FAA for the Eligible Properties, the funds received from the Airport, and the final cost of the insulation work for the Eligible Properties. If the cost for the Eligible Properties insulation work is less than the amounts received by the County from the FAA and the Airport Commission, the County shall, within one-hundred twenty (120) days after the completion of the Eligible Properties insulation work, transmit payment of those remaining funds to the Airport Commission. If San Mateo County fails to pay these funds within this time period, it shall pay interest of 1.5% per month until such amount (and any interest due on such amount) is paid.

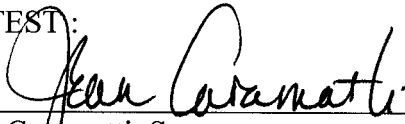
5. Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

AIRPORT COMMISSION
CITY & COUNTY OF SAN FRANCISCO

COUNTY OF SAN MATEO

By: 
John L. Martin, Airport Director

By: _____
Richard S. Gordon,
President, Board of Supervisors

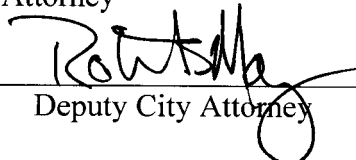
ATTEST:

Jean Caramatti, Secretary
Airport Commission

Resolution No.: 05-0227

Adopted: Nov. 15, 2005

Approved as to form:

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

ATTACHMENT

**COUNTY OF SAN MATEO AIRCRAFT NOISE INSULATION AGREEMENT –
ELIGIBLE PROPERTIES**

<u>Property Address</u>	<u>Owner Last Name</u>	<u>Execution Date of Esmt</u>
201 Alta Vista Drive	Gonzales Living Trust	12/22/2000
270 Alta Vista Drive	Newland	12/20/2000
235 Country Club Drive	Butler & Butler	12/20/2000
200-202 Alta Vista Drive	Morco	08/21/2002
340 Alta Vista Drive	Islamic Society of SF	01/10/2002