

AGREEMENT BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND
COUNTY OF SAN MATEO FOR PARTIAL REIMBURSEMENT OF
AIRPORT/COMMUNITY ROUNDTABLE COSTS INCURRED BY COUNTY TO
ASSIST AIRPORT COMMISSION IN IDENTIFYING NOISE REDUCTION
MEASURES AND OTHER SERVICES

This Agreement, dated for convenience as of July 1, 2004, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter referred to as "County," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Airport Commission, hereinafter referred to as "Commission."

RECITALS

WHEREAS, the Parties to this Agreement believe that the residents of the County and the residents of the City have important interests in resolving any noise related problems created by the operation of aircraft at San Francisco International Airport ("SFO"); and

WHEREAS, in the interest of resolving any noise-related problems, City, County and communities located in County have formed the Airport/Community Roundtable ("Roundtable") as a centralized forum for addressing aircraft related noise issues; and

WHEREAS, the Commission and the City are members of the Roundtable; and

WHEREAS, County is the coordinating lead for the Roundtable and has used its resources to provide advisory and technical services to the Roundtable, including development of possible noise mitigation

NOW, THEREFORE, the Parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. County's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

A. Subject to Section 1, the term of this Agreement shall be from July 1, 2004 to June 30, 2005; provided, however, that this Agreement shall continue in effect only so long as: (1) at least five of the following Roundtable members – Brisbane, Burlingame,

C. Notwithstanding the other termination provisions of this section, County shall be under no obligation to provide any services under this Agreement until such time as the City Controller has certified to the availability of funds, and City's assumption of risk that such services will not be provided is part of the consideration for this Agreement.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and County has been notified in writing.

4. Services Provided by County

A. County is retained as an independent contractor to use its professional skills and best efforts during the term of this Agreement to coordinate the efforts of the Roundtable and to provide professional services to the Roundtable, as hereinafter described.

B. County shall provide staffing to the Roundtable, consisting of the following:

- Roundtable Coordinator, part-time position, not to exceed \$75,000 a year
- Roundtable Assistant Coordinator, on an as-need basis, at a reimbursable salary not to exceed \$55,000.00 per year
- Roundtable Project Manager (consultant contract), not to exceed \$13,000 a year
- Roundtable Public Affairs/Outreach Program (consultant contract),

4. Consult with the Roundtable, Airport Commission, Airport Director as requested regarding any findings, conclusions, recommendations, reports of activities or other matters in connection with the performance of this Agreement;
5. Monitor the implementation of the Joint Land Use Study Final Technical Report, Joint Action Plan and the Airport Noise Mitigation Action Plan on behalf of the Roundtable, and develop the Annual Work Plan for adoption by the Roundtable;
6. Assist the Roundtable in maintaining the cooperative relationship and dialogue among the communities surrounding SFO, aircraft operators, the Federal Aviation Administration, the California Department of Transportation and other interested parties;
7. Assist the Roundtable in addressing any unresolved or any new issues relating to the compatibility of SFO to the surrounding communities; and
8. Perform such special studies and other work as directed by the Airport Commission or the Airport Director or the Chairperson of the Roundtable.

D. County shall provide for the operating needs of the Roundtable, including postage, photocopying, office equipment/supplies, website support and maintenance, and other similar costs.

6. Guaranteed Maximum Costs

A. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

B. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the County for goods or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.

C. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.

D. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. General Conditions

A. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

B. City designates the Airport Director, or his authorized representative and the Chairperson of the Roundtable, for the direction of all services to be performed by County under this Agreement.

C. The representative of Commission and the representative of the Controller of

to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public by the City upon request.

9. Tropical Hardwood and Virgin Redwood Ban

Pursuant to San Francisco Administrative Code § 121.5(b), the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10. Resource Conservation

County will use recycled paper or paper products to the maximum extent possible and, when appropriate, print documents using double-sided pages.

11. Notification

All notices required to be given shall be sent by U.S. Mail as follows:

A. City

San Francisco International Airport
Noise Abatement Office
P.O. Box 8097

12. Headings

The headings given in this Agreement are for labeling purposes only and shall not be considered in the interpretation of the Agreement.

13. Entirety of Agreement

This Agreement constitutes the entire agreement between the City and the County. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

AIRPORT COMMISSION
City and County of San Francisco

COUNTY OF SAN MATEO

John L. Martin
Airport Director

President, Board of Supervisors

ATTEST:

ATTEST: