

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, effective July 1, 2006, 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 measures; and

WHEREAS, through the efforts of the Roundtable, improved methods of operation and other measures for preventing and alleviating noise due to aircraft operations at SFO have been and will continue to be presented to Commission; and

WHEREAS, the Roundtable provides consultation to the Commission regarding any findings, conclusions, recommendations, reports of activities, or other matters in connection with the performance of this Agreement; and

WHEREAS, the Roundtable is funded by its membership and each member of the Roundtable reimburses the County for the County's expenses for services rendered to the Roundtable, including but not limited to county staff support, consultant contracts, office supplies/equipment, mailing and photocopying costs; and

WHEREAS, the Commission's reimbursement to the County for its share of the County's costs have been determined to be \$155,000.00 for fiscal year 2006-2007;

NOW, THEREFORE, the Parties agree as follows:

1. Term of the Agreement

A. The term of this Agreement shall extend for an additional one year and will now be in effect from July 1, 2006 to June 30, 2007.

2. 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 \$79,000 per year
- Roundtable Assistant Coordinator, on an as-need basis, at a reimbursable salary not to exceed \$50,000.00 per year
- Roundtable Project Manager (consultant contract), not to exceed \$13,000 per year
- Roundtable Administrative Assistant not to exceed \$25,000 per year
- Roundtable Public Affairs/Outreach Program (consultant contract), not to exceed \$18,000 per year

Consultants selected and furnished by the County shall have experience, education and training in the field of urban planning and shall also possess experience, education and training in the field of airport land use and noise issues.

C. County, through qualified consultant(s), shall perform the following services:

1. Study the source, extent and areas in which noise from aircraft operations is produced at SFO;
2. Evaluate any problems created in surrounding communities by aircraft noise;
3. Furnish information to the Roundtable, the Airport Commission and the Airport Director regarding improved methods of operation and other measures for preventing and alleviating noise from aircraft operations at SFO;

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.

5. Compensation

A. The total payment to County under this Agreement for the City's share of operating costs related to the Roundtable and for services provided by the County shall not exceed an additional Thirty-Five Thousand Dollars (\$35,000.00) for FY2006-2007 for a new total of One Hundred Fifty-Five Thousand Dollars (\$155,000.00). This payment constitutes City's entire obligation and contribution for its participation in the Roundtable and for reimbursement to the County for services.

B. Payment for services under this Agreement for FY2006-2007 shall be made by City in two equal payments of \$77,500 each on July 1 and January 1 upon receipt of statements from County. Statements shall be submitted to:

San Francisco International Airport
Aircraft Noise Abatement Office
P.O. Box 8097
San Francisco, CA 941287
Attn: Bert Ganoung

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.

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:

Jean Caramatti
Airport Commission Secretary

Deputy Clerk of the Board of Supervisors

Resolution No: _____
Adopted: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dennis J. Herrera, City Attorney

Thomas Casey, County Counsel

Melba Yee
Deputy City Attorney

Deputy County Counsel