

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HARRIS MILLER, MILLER & HANSON INC. (HMMH)**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25<sup>th</sup> day of JANUARY 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Harris Miller Miller & Hanson Inc, hereinafter called "Contractor";

W I T N E S S E T H:

**WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

**WHEREAS**, at its meeting of May 4, 2021, the Board of Supervisors authorized an agreement entered into as of July 1, 2021 between the County and Contractor pursuant to which Contractor provides technical support for the San Francisco International Airport/Community Roundtable for the term of July 1, 2021 through June 30, 2024, for an amount not to exceed \$90,000 for each fiscal year or \$270,000 for the term of the Agreement; and

**WHEREAS**, the parties now seek to amend the Agreement to revise its scope to include interim Roundtable Coordinator services and to include authority to expend additional funding to pay for such interim Roundtable Coordinator services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 (Payments) of the Agreement is hereby amended in its entirety to read as follows:

In consideration of the services to be provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred and ten thousand dollars (\$310,000). For the period of July 1, 2021 through June 30, 2022 the maximum amount that may be expended under this Agreement shall not exceed one hundred and thirty thousand dollars (\$130,000). For the subsequent one-year periods during the term of this Agreement (i.e., July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024), the maximum amount that may be expended during each such one-year period shall not exceed ninety thousand dollars (\$90,000).

2. Exhibit A (Services) is hereby replaced with Exhibit A (Rev. January 25, 2022) and Exhibit B (Payments) is hereby replaced in its entirety by Exhibit B (Rev. January 25, 2022).
3. All other terms and conditions of the Agreement dated May 4, 2021 between the County and Contractor shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Harris Miller Miller & Hanson Inc.

  
\_\_\_\_\_  
Contractor's Signature

Mary Ellen Eagan, President and CEO  
\_\_\_\_\_  
Contractor's Name (Please Print)

Date: December 30, 2021

## **Exhibit A (Rev. January 25, 2022)**

In consideration of the payments set forth in Exhibit B (Rev. January 25, 2022), Contractor shall provide the following services:

1. Under the supervision of the Community Development Director or their designee, provide technical support to the Roundtable. These responsibilities include, but are not limited to, the following:
  - Research, investigate, analyze and summarize past and current aviation noise impacts to be presented to the Roundtable members for discussion.
  - Strategize, develop and advise on potential plausible solutions and means to reduce noise impacts using technical tools (such as Aviation Environmental Design Tool (AEDT), Geographical Informational Systems (GIS), Terminal Area Route Generation, Evaluation and Traffic Simulation (TARGETS), and/or other tools to assist in developing solutions).
  - Prepare technical staff reports, memos, letters, emails, and other written material and graphics to communicate research findings, analyses, and recommendations related to Roundtable Work Program items and other relevant topics/issues the Roundtable is currently focused on (such as the Roundtable's 2016 response to the *FAA Initiative to Address Noise Concerns of Santa Cruz/Santa Clara/San Mateo/San Francisco Counties*). Materials will be utilized for Roundtable regular meetings, special meetings, workshops, and subcommittee meetings; follow-up, as needed, on requests for information about Roundtable activities as requested by the Community Development Director or the designee.
  - Attend and be prepared to present any findings, analyses and/or recommendations at all Roundtable regular meetings, special meetings, subcommittee meetings, and workshops.
  - Assist staff in the development of the Roundtable's annual Work Program or four-year Strategic Plan.
2. As requested by the Community Development Director or designee, represent the Roundtable in meetings and interactions with (1) Caltrans Division of Aeronautics staff, (2) FAA staff, (3) staff at San Francisco International Airport, (4) elected officials, (5) the public, (6) Board of Supervisors, (7) San Mateo County staff, and (8) all other interested persons or agencies.
3. Develop and maintain an effective working relationship with (1) local elected officials, (2) FAA staff, (3) Caltrans Division of Aeronautics staff, (4) San Francisco International Airport staff, (5) local city planning staff, and

(6) others, regarding noise issues related to aircraft operations at San Francisco International Airport.

4. Coordinate Roundtable technical issues with FAA staff, San Francisco International Airport staff, Caltrans Division of Aeronautics staff, the Roundtable Program Coordinator, and others, as necessary.
5. For the period of January 25, 2022 until the County hires a new Roundtable Coordinator, though no later than June 30, 2022, perform interim Roundtable Coordinator duties such as develop agendas, prepare presentations, review presentations, develop staff memos, resolutions, or other documentation, review meeting minutes, ensure work is aligned with the Work Plan and Strategic Plan. Perform various program management duties such as development of annual budgets, budget projections, ensure expenditures are aligned with budget, lead Subcommittee and Ad-Hoc Subcommittees.
6. Complete additional relevant assignments/activities, as directed by the Community Development Director or designee.

**Exhibit B (Rev. January 25, 2022)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County will pay Contractor within thirty (30) calendar days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in this Exhibit B. Contractor shall submit an invoice each month; the invoice shall indicate in detail the work performed, including hours and rates for work completed, and services and deliverables provided. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement. In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A exceed \$90,000 annually (annually to be defined as between July 1 and June 30 of the subject Agreement year), except for the 2021-2022 year, during which the 2021-2022 annual cost shall not exceed \$130,000, or a total of \$310,000 in the three-year term of this Agreement, without prior written consent of County in the form of an amendment to this Agreement.

Contractor will provide services on a time and materials basis. The following hourly billable rates will apply for the duration of this Agreement.

<b>Labor Category</b>	<b>Hourly Rate</b>
Executive Consultant	\$295
Supervisory Consultant	\$280
Principal Consultant I	\$275
Principal Consultant II	\$210
Senior Consultant I	\$165
Senior Consultant II	\$160
Senior Consultant III	\$145
Consultant I	\$130
Consultant II	\$125
Consultant III	\$115
Sr. Project Support	\$190
Project Support I	\$135
Project Support II	\$100
Programmer/Software Support	\$190

The services described in Exhibit A will require at least one staff member to travel to the Roundtable meetings or other meetings that are requested by the Community

Development Director or designee. All travel expenses will be subject to prior written approval of the Community Development Director or designee. Travel will be billed on a time and materials basis. Prior to travel and as early as possible, Contractor will submit a travel cost estimate to the Community Development Director or designee for approval/authorization.

Reimbursements for lodging, meals and incidental expenses will be based on the current GSA rates for the location of the work being done. Airline and car rental travel expenses will be limited to reasonable rates obtained through cost-competitive travel services. Other expenses such as taxi fares, parking costs, train or subway costs will be reimbursed on an actual cost basis.