

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PLANENOISE INCORPORATED**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Plane Noise Incorporated, 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, the parties entered into an Agreement for the purposes of a Noise Complaint Management System on October 14th, 2015;

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on December 6, 2016 to modify the services provided in the Agreement and increase the maximum amount payable to the Contractor;

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on October 11, 2017 to extend the term of the Agreement and increase the maximum amount payable to the Contractor; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable to the Contractor and to extend the term of the Agreement.

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

1. Section 3. Payments is amended to read as follows:

In consideration of the services 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 B. 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 One Hundred Eighty Thousand Three Hundred and Three Dollars (\$180,303.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the

County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. **Section 4. Term** is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 14, 2015, through October 13, 2020.

3. **Section 5. Termination** is amended to have the following paragraph added to the end of the Section:

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

4. **Section 13. Non-Discrimination and Other Requirements** is amended as follows:

D. Compliance with County's Equal Benefits Ordinance subsection is replaced in its entirety with: Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

F. History of Discrimination subsection is replaced in its entirety with: Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this

Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

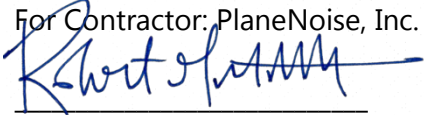
H. Compliance with Living Wage Ordinance is added in its entirety with: As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

5. Exhibit A is replaced in its entirety with Revised Exhibit A, (rev. 2/21/18)].
6. Exhibit B is replaced in its entirety with Revised Exhibit B, (rev. 2/21/18)].

All other terms and conditions of the agreement dated October 14th, 2015 and subsequent Amendments between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PlaneNoise, Inc.



Contractor Signature

4/9/2018

Date

Robert Grotell, President

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit “A”

In consideration of the Payments set forth in Exhibit B, Contractor shall provide the following services:

Provide the County with a Noise Complaint box management system that will assist the County in the development of fair and equitable noise abatement procedures that balance the needs of aircraft operators and affected citizens and communities.

This system shall include three (3) user licenses for the San Carlos (KSQL) and Half Moon Bay (KHAF) Airports.

This system will include the following features to allow the County to collect, manage, and analyze airport/aircraft noise complaints:

- Automated complaint collection
- Dedicated toll-free noise complaint hotline
- Bi-lingual noise complaint webform for online complaints
- Auto-generated noise complaint receipts
- Web portal access to a secure online complaint database
- Real-time complaint analysis
- Complaint Box Smart Receipt
- GIS mapping, complaint tracking and trend identification
- Customizable reporting, data import/export capabilities
- Client support

The system will allow the County online access to the Complaint Box database for combined KSQL & KHAF systems, individual complaint records, and a dashboard featuring real time charts, graphs, and reports, as well as regularly updated GIS-based noise sensitivity maps.

Contractor shall maintain Complainant table; Airport Division staff shall provide all other existing noise-related, investigation and community-relations services.

The Complaint Box system shall feed its data in real time into the County’s Vector Noise Management System to match complaints with aircraft. Upon finding matching data, the Complaint Box shall automatically retrieve the aircraft information (such as Aircraft Registration, type, POCA Time, POCA Altitude, POCA Range, POCA Distance, Time of Noise Event, and the KML track of the aircraft) as an attachment and import it into the Complaint Box.

Exhibit "A" Page (2)

Contractor shall implement their "Smart Receipt" feature. PlaneNoise Smart Receipt will auto-respond to noise complainants with information about the aircraft disturbance that were the cause of their complaint(s). Smart Receipt will not send identifying information about the pilot or aircraft, rather it will send the type of aircraft, altitude, distance from location, and airport that the aircraft departed from, if available.

Additional services outside of those described in Exhibit "A" must be authorized by the County's representative in writing prior to commencing work.

Charges for work performed by the Contractor not authorized in writing by the Director of Public Works, or his designated representative, will not be paid by the County.

(Rev. 2/21/18)

Exhibit "B"

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.

All payments are made quarterly and are due on the first day of the month specified. Contractor shall provide County with a written itemized invoice that allows the County to reconcile the work performed per individual work task order. All invoices shall include the agreement number, project location, dates of services and specified work completed.

Year	Quarter	Complaint Box & Smart Receipt Services	Total
2015	December	\$ 14,200.00	\$ 14,200.00
2016	February	\$ 4,200.00	\$ 4,200.00
2016	May	\$ 4,200.00	\$ 4,200.00
2016	August	\$ 4,200.00	\$ 4,200.00
2016	November	\$ 4,700.00	\$ 4,700.00
2016	December	\$ 21,750.00 ¹	\$ 21,750.00
2017	February	\$ 10,950.00	\$ 10,950.00
2017	April	\$ 10,950.00	\$ 10,950.00
2017	August	\$ 10,950.00	\$ 10,950.00
2017	December	\$ 6,450.00	\$ 6,450.00
2018	February	\$ 4,200.00	\$ 4,200.00
2018	April	\$ 6,576.00	\$ 6,576.00
2018	August	\$ 6,576.00	\$ 6,576.00
2018	December	\$ 6,576.00	\$ 6,576.00
2019	February	\$ 6,576.00	\$ 6,576.00
2019	April	\$ 6,773.25	\$ 6,773.25
2019	August	\$ 6,773.25	\$ 6,773.25
2019	December	\$ 6,773.25	\$ 6,773.25
2020	February	\$ 6,976.50	\$ 6,976.50
2020	April	\$ 6,976.50	\$ 6,976.50
2020	August	\$ 5,626.00 ²	\$ 5,626.00

NOTE: December 2015 to February 2017 on table above shows actual amounts paid (by invoice to PlaneNoise) to date

¹ Radar services covered by Vector Airport Systems Agreement instead of PlaneNoise

² Prorated portion of 4th Quarter reflecting end of Agreement 10/13/2020

Invoices should be mailed to:

San Carlos Airport
620 Airport Way – Ste 10
San Carlos, CA 94070

E-Mail(s): DPW_Accounting@smcgov.org with a copy to airports@smcgov.org