



SACOG Board of Directors

September 10, 2008

Authorize Executive Director to Negotiate and Sign Memorandum of Understanding with Sacramento County Re: Sacramento International Airport ALUCP Update

Issue: Should the Committee forward a recommendation to the Board to authorize the Executive Director to negotiate and sign an MOU with Sacramento County regarding the update of the Airport Land Use Compatibility Plan for Sacramento International Airport?

Recommendation: The Land Use & Housing Committee recommends that the Board authorize the Executive Director to negotiate and sign the aforementioned MOU.

Committee Action/Discussion: At the September 8 Land Use & Housing Committee meeting, this item was forwarded by unanimous vote for Board approval. Periodically, SACOG, serving as the Airport Land Use Commission, may update an Airport Land Use Compatibility Plan (ALUCP) if the airport operator wants an update and is able to fund it. Sacramento County, through its Sacramento County Airport System, is the operator of the Sacramento International Airport and has requested SACOG to update the ALUCP for that airport. Sacramento County has offered to fund \$200,000 if coupled with SACOG's grant from Caltrans of up to \$105,000 to update this plan. (The exact grant figure from Caltrans has yet to be determined but is in the range between \$90,000 and \$105,000).

In August, the Board approved a resolution allowing SACOG to accept the Caltrans grant. If SACOG can negotiate and sign an MOU with Sacramento County for \$200,000, then SACOG can initiate the process to update the ALUCP. If the two sources of funds are combined, then SACOG will have up to \$305,000 to update the plan. Currently, staff believes a third party consultant would be awarded up to \$225,000 to develop the plan, and SACOG would be reimbursed for its staff time and legal counsel for the remainder (not to exceed \$80,000). If and when the MOU is signed, SACOG staff will develop a consultant Request For Proposal, which will be eventually reviewed by the Board before the consultant selection process may begin.

The attached draft MOU is the starting point of negotiations between SACOG and Sacramento County, and is based on the MOU that both parties used for the MOU to update the McClellan Field ALUCP.

Approved by:

Mike McKeever
Executive Director

MM:GC:ts
Attachment

Key Staff: Kenneth Hough, Director of Community Planning & Operations, (916) 340-6229
Greg Chew, Senior Planner, (916) 340-6227

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SACRAMENTO AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS ON THE DEVELOPMENT OF THE AIRPORT LAND USE COMPATIBILITY PLAN FOR SACRAMENTO INTERNATIONAL AIRPORT

This Memorandum of Understanding (“Memorandum”) is entered into between the Sacramento Area Council of Governments (“SACOG”) and the County of Sacramento (“COUNTY”) and

WHEREAS, the COUNTY is responsible for the planning for Sacramento International Airport (“International”); and

WHEREAS, the COUNTY desires to continue to effectively update the operations of this air field and desires to minimize the number of people exposed to potential airport-related hazards; and

WHEREAS, SACOG is the designated Airport Land Use Commission for Sacramento County and, as such, has authority under State law to prepare and adopt airport land use compatibility plans for areas around airports for the purpose of minimizing the number of people exposed to potential airport-related hazards;

NOW, THEREFORE, BE IT RESOLVED, that the COUNTY and SACOG do agree to undertake the following provisions:

1. **PURPOSE.** The purpose of this Memorandum is to decide the activities, products, schedule, and method of payment resulting in the adopted Airport Land Use Compatibility Plan (ALUCP, formerly known as the Comprehensive Land Use Plan) for International Airport.
2. **SCOPE OF SERVICES.**
 - a. **COUNTY.** It shall be the responsibility of the COUNTY to reimburse SACOG for the costs of the preparation, review, and adoption of the International Airport Land Use Compatibility Plan consistent with the schedule of payments described in Attachment A of this Memorandum.

It shall also be the responsibility of the COUNTY to serve on the committee to select the project consultant, and to provide such data or information as is needed by SACOG to prepare the plan that the COUNTY controls or has access to and is requested by SACOG in writing.

It shall also be the responsibility of the COUNTY to participate in the review and adoption process associated with this plan.

- b. **SACOG.** It shall be the responsibility of SACOG as the Airport Land Use Commission to serve on the committee to select the project consultant. SACOG will also prepare a draft Airport Land Use Compatibility Plan with the assistance of a third party-contactor with necessary environmental documents which comply with the California Environmental Quality Act (CEQA), and to seek adoption of each plan and approval of environmental documents by the Airport Land Use Commission. Specific

work activities and estimated schedules are described in Attachment A of this Memorandum.

3. SCHEDULE. The project shall begin on the day this Memorandum is signed by both parties and shall be completed no later than two years (24 months) from the date of execution of this agreement, unless by mutual written agreement to extend the deadline.

4. REIMBURSEMENT. For services provided by SACOG and the third party contractor pursuant to this Memorandum, the COUNTY shall reimburse SACOG in an amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). This figure will be combined with a Caltrans grant of up to \$105,000 that SACOG is due to receive. When the funds are combined, the funds will be used for up to \$225,000 for a third party contractor to perform the technical studies and develop the plan, and reimbursement of SACOG staff time (Senior Planner, Legal Counsel, and associated staff) with the remainder of the funds (not to exceed \$80,000). This reimbursement shall constitute the sole monetary obligation of the COUNTY under this Memorandum of Understanding. Any reimbursement to SACOG by the County shall be made only upon the determination by the County's Director of Airports that the task for which reimbursement is sought has been satisfactorily completed.

5. REIMBURSEMENT TERMS. SACOG shall directly contract with the selected contractor. Up to once a month, the contractor shall submit an invoice for work completed. If the work is satisfactory to SACOG and SCAS, SACOG shall pay the contractor and submit an invoice to SCAS for reimbursement. SACOG will also submit an invoice for reimbursement of its staff time to SCAS. SCAS will make payment to SACOG for the combined amounts of the two invoices within four weeks of receipt. SCAS may withhold up to 10% of the contractor's total fees and up to 10% of SACOG's staff reimbursement fees until SCAS is satisfied with the final work product.

6. CHANGES TO THE WORK PROGRAM. Any SACOG proposed changes to the work program contained in Attachment A shall be submitted to the designated contact staff person for the Sacramento County Airport System in writing and such changes shall be incorporated into this Memorandum only upon the approval of the County Director of Airports. Any COUNTY proposed changes to the work program shall be submitted to the designed project manager at SACOG and shall be incorporated into this Memorandum only upon approval by the SACOG Executive Director. No change to the work program incorporated pursuant to this paragraph shall increase the monetary obligation of the COUNTY under this Memorandum unless the County Board of Supervisors expressly approves such increase.

7. CONTRACTOR BIDS/CANCELLATION CLAUSE. In the event that respondents to the Request For Proposals submit proposals higher than the budgeted amount of \$225,000, this MOU becomes void if either SACOG or SCAS elects to withdraw. Another option is that both SACOG and SCAS may sign an addendum to this MOU that will identify how fees beyond the \$84,000 budget amount will be paid for the selected contractor.

8. COST OVERRUNS. If the selected contractor seeks additional fees for work that is considered beyond the scope of work or for additional fees required to complete the scope of work, SACOG and SCAS must agree in writing with the contractor the scope and fee amount prior to the start of the additional work. The written agreement between SACOG and SCAS must identify the scope of

work, the additional fee for the contractor and for SACOG staff reimbursement (if needed) and which party shall pay for the costs.

9. ATTACHMENT A The provisions set forth in Attachment A are incorporated into and made part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates shown below.

Mike McKeever, Executive Director
Sacramento Area Council of Governments

Date

G. Hardy Acree, Director of Airports
Sacramento County Airport System

Date

ATTACHMENT A

Update on Sacramento International Airport Land Use Compatibility Plan (ALUP)

WORK SCOPE, SCHEDULE AND COST ESTIMATE

The following services will be performed as part of the Sacramento International Airport Land Use Compatibility Plan update. (Consultant and SACOG costs broken down by category)

1. Select one consultant team to formulate the update (months #1-2)

Release Request for Proposals; review and identify short-list for interviews; select preferred team.

2. Prepare Draft Airport Land Use Compatibility Plan

- a. Compile Base Data Mapping (months #3-7)

Prepare base maps for interim ALUP planning areas; compile local agency plans and zoning designations; compile data on existing land uses; compile existing Master Plan and Layout Plan; and prepare aerial photographs if already not available.

- b. Review Existing Conditions (months #3-5)

Review Airport Land Use Planning Handbook; analyze planning designations and related land use information; and obtain local agency staff review and comment.

- c. Conduct Public Meetings on Existing Conditions (months #8).

Conduct one public meeting regarding International to provide information to the public about the ALUP updates and seek feedback on issues of concern.

- d. Define Structural Height Limit Surfaces (months #3-5). Define technical parameters for airports (e.g., runway category, approach type, traffic patterns); define Approach, Transitional, Horizontal, and Conical imaginary airspace surfaces; examine instrument procedures in relation to FAR Part 77; and evaluate land use implications.

- e. Define Potential for Aircraft Accidents and Related Risk to Public Safety (months #6-10). Identify risk of accident potential near airport; evaluate land use implications for aircraft accident potential and determine acceptable level of risk; and define airport safety zones.

- f. Define Noise Implications and Impacts on Existing and Proposed Land Uses (months #6-10). Develop noise plan based on appropriate threshold using Community Noise Equivalent Level and land use versus CNEL matrix.

- g. Define Overflight Compatibility Issues (months #11-12)

Review overflight compatibility concerns from Airport Land Use Planning Handbook;

obtain information on complaints about airport operations; evaluate development of appropriate policies on compatibility.

- h. Prepare Airport Land Use Compatibility Plan (months #12-14)
Develop goals, objectives and policies to guide development around airports basis using current Airport Layout from Master Plan; define Structural Height Limit; define proposed Planning Area for each airport; prepare text and maps to define recommended land use patterns; and coordinate with ALUC, Caltrans, and Sacramento County Airport System.
- i. Implementation Program (months #14-16)
Compile prior tasks into overall ALUCP; recommend potential actions by local jurisdictions to address ALUC concerns; develop tools for effective implementation; develop a “combining” zoning district ordinance which incorporates zoning and goals and includes a list specifying required development application information; and develop proposed grant deed instrument.

3. Adopt Airport Land Use Compatibility Plan

- a. Prepare CEQA Environmental Documentation (months #14-16)
Prepare an Initial Study of the recommended ALUCP in accordance with CEQA and County CEQA Guidelines; prepare draft report recommendations to fully comply with CEQA for this project; and prepare ALUC report comparing existing and proposed policies.
- b. Draft Airport Land Use Commission Staff Report (months #16-18)
Prepare draft report for submittal to Airport Land Use Commission
- c. Review and Adoption Process (months #19-22)
Coordination with Caltrans, Sacramento County Airport System throughout the project; hold public meetings to discuss project recommendations and obtain key input from public on the project; brief ALUC on project; ALUC adoption of ALUP.

Total Sources of Funding for Sacramento International Airport Land Use Compatibility Plan:

Sacramento County Airport System:	\$200,000
<u>Caltrans Grant:</u>	<u>up to \$105,000</u>
TOTAL	up to \$305,000

Total Cost for Sacramento International Airport Land Use Compatibility Plan:

Consultant Fees	up to \$225,000
<u>SACOG staff time</u>	<u>up to \$80,000</u>
TOTAL	not-to-exceed total funding sources