



**Item #17-10-2
Consent**

Airport Land Use Commission

October 12, 2017

Approve Mather Airport Land Use Compatibility Plan Update

Issue: Should the Airport Land Use Commission (ALUC) authorize the SACOG CEO to negotiate and sign a Memorandum of Understanding (MOU) and subsequent amendments with Sacramento County, regarding the update of the Airport Land Use Compatibility Plan for Mather Airport?

Recommendation: The SACOG Land Use & Natural Resources Committee recommends that the ALUC authorize the CEO to negotiate and sign the aforementioned MOU and subsequent amendments.

Discussion: Periodically, SACOG, serving as the ALUC, may update an Airport Land Use Compatibility Plan (ALUCP) if the airport operator requests an update and is able to fund it. ALUCPs are regulatory plans that address safety, noise, and height-related compatibility of land uses surrounding publicly-owned and publicly-used airports within California. Sacramento County, through its Sacramento County Airport System, is the operator of the Mather Airport and has requested that SACOG update the ALUCP for that airport.

Sacramento County has offered to fund a first installment of \$125,000 to begin the ALUCP update process. The first step would be for SACOG to hire a third-party consultant through SACOG's procurement process to begin the update of the ALUCP. The County's funds would pay for both the consultant's services as well as SACOG's labor and direct costs. Completion of the ALUCP update would be paid for with future installment payments by the County. As the County goes through each annual budget cycle to secure more funds for the update, the MOU will be amended and executed. For comparison, the ALUCP update for Sacramento International Airport cost a total of \$305,000 for SACOG and consultant services.

The attached draft MOU for this project is based on the MOU entered into between SACOG and Sacramento County for the Sacramento International Airport ALUCP update.

Approved by:

James Corless
Chief Executive Officer

JC:GC:ck

Attachment

Key Staff: Kirk E. Trost, Chief Operating Officer/General Counsel, (916) 340-6210
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MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SACRAMENTO AND THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS FOR THE DEVELOPMENT OF AN UPDATE TO THE AIRPORT LAND USE COMPATIBILITY PLAN FOR MATHER AIRPORT

This Memorandum of Understanding ("Memorandum" or "Agreement") is entered into between the Sacramento Area Council of Governments ("SACOG") and the County of Sacramento ("COUNTY") effective -----, 2017.

WHEREAS, the COUNTY, through its Sacramento County Airport System ("SCAS"), is responsible for the planning for Mather Airport ("Mather"); 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 an update to the adopted Airport Land Use Compatibility Plan (formerly known as the Comprehensive Land Use Plan) for Mather 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 Updated Mather Airport Land Use Compatibility Plan ("ALUCP") consistent with the schedule of payments described in Attachment A of this Memorandum. Because the COUNTY has the funds for the ALUCP only in increments per each fiscal year, this Agreement is made only for the amount stated proportional to the work for this activity.

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 ALUCP 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 the ALUCP.

- b. **SACOG.** It shall be the responsibility of SACOG as the Airport Land Use Commission to serve on the committee to select the third party project consultant and to contract with the project consultant. To the extent necessary, SACOG will also utilize a third party-contactor to assist with necessary environmental documents which comply with the California Environmental Quality Act (CEQA). SACOG will seek adoption of the ALUCP 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 three years (36 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 staff and the third-party contractor(s) pursuant to this Memorandum in the first installment of the budget, the COUNTY shall reimburse SACOG in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). The funds will be used for partial payment for the third party project consultant 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. The proportional split between the third-party consultant and SACOG will be approximately at a 2:1 ratio, unless SACOG notifies the COUNTY in writing that the split will be significantly different. This reimbursement is the first monetary obligation of the COUNTY under this Memorandum of Understanding. As the COUNTY budget process is able to secure more funds to complete the ALUCP update, amendments to this MOU will be made to update the project budget. Should the COUNTY fail to allocate additional funds in future budgets sufficient to complete the project, SACOG shall provide advance written notice to the COUNTY to terminate this MOU and SACOG shall terminate any remaining unfunded services related to the third-party contractor(s). 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(s) following SACOG's procurement policies. Up to once a month, the contractor shall submit an invoice to SACOG 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 designated project manager at SACOG and shall be incorporated into this Memorandum only upon approval by the SACOG Chief Executive Officer. 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.

Subject to approved funding by the parties' respective governing bodies, amendments to this MOU may be made by the designated authorized staff executives from SACOG and the County without further approval from their governing bodies. The designated individuals authorized are, respectively, the SACOG Chief Executive Officer and the Sacramento County Airport Director of Airports.

7. CONTRACTOR BIDS/CANCELLATION CLAUSE. In the event that respondents to the SACOG bid solicitation submit proposals higher than the contractor budget amount of \$80,000, either SACOG or SCAS may terminate this MOU upon written notice to the other party. Another option is that both SACOG and SCAS may sign an amendment to this MOU that will identify how fees beyond the \$80,000 budget amount will be paid for the selected contractor.

8. COST OVERRUNS. If the selected contractor(s) 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 to, in a written amendment to this MOU, the scope and fee amount prior to the start of the additional work. The written amendment 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 Work Scope, Schedule and Cost Estimate 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 last date shown below.

James Corless, CEO
Sacramento Area Council of Governments

Date -----

APPROVED AS TO FORM:

Renne Sloan Holtzman Sakai LLP
Legal Counsel to SACOG

RECOMMENDED BY:

Greg Chew
Senior Planner

John Wheat, Director of Airports
Sacramento County Airport System

Date

APPROVED AS TO FORM:

(name)
Sacramento County Legal Counsel

ATTACHMENT A

Update of Mather Airport Land Use Compatibility Plan (ALUCP)

WORK SCOPE, SCHEDULE AND COST ESTIMATE

The following services will be performed as part of the update to the Mather Airport Land Use Compatibility Plan update. The scope is the general outline of work that will be completed to update the ALUCP. Please note however that because payments made by the County to SACOG will be in increments depending on annual budgeting, the work for Phase 1 is the only portion of the project that is covered in this MOU until amendments are made.

PHASE 1

1. Select consultant team to formulate the ALUCP update for Mather Airport (months #1-4)
Release Request for Proposals; review and identify short-list for interviews; select preferred team.
2. Prepare Draft Airport Land Use Compatibility Plan for Mather Airport
 - a. Compile Base Data Mapping (months #5-8)
Prepare base maps for interim ALUCP 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 #5-8)
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 Mather to provide information to the public about the ALUCP updates and seek feedback on issues of concern.
 - d. Define Structural Height Limit Surfaces (months #5-8). 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.

Future Phases of ALUCP Update

(Note: Scope below not included as part of this MOU. The following are potential future scope activities that will be included only after an Amendment is executed that includes these items and the associated budget).

- 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 for Mather Airport
- 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 if needed, and 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 Update to Mather Airport Land Use Compatibility Plan:

Sacramento County Airport System – first installment (Phase 1), under this MOU:	\$125,000
Sacramento County Airport System – second installment:	To be determined
Sacramento County Airport System – third installment:	To be determined
TOTAL	To be determined