

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
WASHINGTON, D.C.**

AIRCRAFT OWNERS AND PILOTS  
ASSOCIATION, *ET AL.*

Complainants,

v.

FAA Docket No. 16-22-08

COUNTY OF SANTA CLARA,  
CALIFORNIA

Respondent.

**RESPONDENT COUNTY OF SANTA CLARA'S  
MOTION TO FURTHER SUPPLEMENT THE RECORD**

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## I. INTRODUCTION

Pursuant to 14 C.F.R. § 16.23(j), the Respondent, the County of Santa Clara, California (“County”) files this motion to further supplement the record in this proceeding with the Declaration of Harry Freitas in Support of the County’s Motion to Further Supplement the Record (“Attachment L”). Good cause exists to supplement the record because facts detailed in Attachment L that were not available at the conclusion of briefing materially affect the Complainants’ allegations and the County’s defenses.

As further detailed in Attachment L, the County is now the only fuel retailer at Reid-Hillview Airport (“RHV”) and offers both 94-octane and 100-octane aviation gasoline for purchase. Furthermore, Complainant Skyworks Aviation Inc. (“Skyworks”)<sup>1</sup> has ceased operations at the County Airports. The County has also issued new commercial self-fueling permits to fixed base operators (“FBOs”) at RHV. These new facts require the dismissal of claims relating to 1) the unavailability of 100LL at Reid-Hillview Airport; 2) effects of County policies or practices on Skyworks; 3) restrictions on self-fueling at the County Airports; and 4) restrictions on the sale of 100LL at the County Airports. By this motion the County requests that the Director allow the County to amend its Answer to the Complaint to add Attachment L.

## II. BACKGROUND

### A. The County is the Sole Retailer of Avgas at RHV and Offers Both 94 Octane and 100 Octane Products for Purchase.

Since October 30, 2024, the County has offered both 94-octane and 100-octane aviation gasoline at RHV for purchase by the public. (Attach. L at ¶ 4.) The 100-octane aviation gasoline sold by the County is G100UL, an unleaded 100-octane aviation gasoline that the FAA

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<sup>1</sup> The County’s filings previously referred to Skyworks by its fictitious business name “Trade Winds Aviation.” Effective June 30, 2023, Skyworks sold its assets to Bay Area Flight Club (“BAFC”), which also operates as “Trade Winds Aviation.” For clarity, the County will refer to these two entities as Skyworks and BAFC.

has approved for use in virtually all piston engine aircraft makes and models that rely on 100-octane aviation gasoline in the U.S. fleet. (*Id.* at ¶ 7; Complainant’s Reply, Attachment 3.) The County’s price for UL94 and G100UL is comparable to the sale price of 100LL at neighboring airports. (*Id.* at ¶ 5-6.) The County intends to continue selling both 94-octane and 100-octane aviation gasoline at RHV as long as there is market demand. (*Id.* at ¶ 4.)

Since October 1, 2023, there have been no private retailers of aviation gasoline at RHV. (*Id.* at ¶ 8.) The County uses each of the four County-owned fuel tanks at RHV, which were previously operated by FBOs, in the County’s retail fuel operations. (*Id.* at ¶ 3.) The County remains willing to consider proposals from private parties to sell fuel at the County Airports using their own equipment. (*Id.* at ¶ 9.) For example, Marconet continues to sell Jet A at RHV using its own equipment. (*Id.* at ¶ 10.) The County has not received or denied any proposals to sell fuel at the County Airports since at least 2020. (*Id.* at ¶ 11.)

#### **B. FAA Reauthorization Act of 2024**

On May 16, 2024, President Biden signed into law the Federal Aviation Administration Reauthorization Act of 2024 (Public Law 118-63) (“FAA Reauthorization Act”), which requires the Secretary of Transportation to obtain written assurances from recipients of certain FAA financial assistance that the airport owner or operator will not restrict or prohibit the sale or self-fueling of any 100-octane low-lead aviation gasoline. (47 U.S.C. § 47107(a)(22).) This new grant assurance does not apply to airports that 1) did not have 100LL available for sale at any time during calendar year 2022; or 2) have available for sale an aviation gasoline that the FAA has authorized as a replacement for 100LL in nearly all spark ignition aircraft and engine models and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline. (*Id.*)

This new grant assurance does not apply to the County because the County has stopped accepting any FAA financial assistance requiring signature of this new grant assurance.

Nonetheless, the FAA Reauthorization Act expresses the clear policy determination that airports meeting either of these criteria are not violating Grant Assurance 22.

**C. Complainant Skyworks Has Ceased Operations at the County Airports.**

On or about June 30, 2023, Complainant Skyworks sold and transferred substantially all its assets to Bay Area Flight Club (“BAFC”), another FBO. (Attach. K to the County’s Motion to Supplement the Record (“Attach. K”), ¶ 6.) As part of this transaction, Skyworks assigned its leases at RHV and E16 to BAFC. (Attach. L, ¶ 13.) Skyworks no longer operates as an FBO at the County Airports and therefore lacks standing to pursue the complaint. (Attach. L, ¶ 15.)

**D. The County Issued New Commercial Self-Fueling Permits to RHV FBOs.**

In October 2023, the County issued commercial self-fueling permits to Aerodynamic and Marconet. (*Id.* at ¶ 12.) Aerodynamic and Marconet had previously self-fueled their aircraft pursuant to their Fuel Permits, which terminated on or before October 1, 2023. (Attach. K, ¶ 8.) The commercial self-fueling permits issued to Aerodynamic and Marconet do not restrict the type of fuel with which they can self-fuel or the source of the fuel. (Attach. L, Ex. Q.1 & Q.2.)

**III. ANALYSIS**

Supplementation of the record is permissible for good cause. 14 C.F.R. § 16.23(j). Good cause exists to supplement the record because new facts and circumstances have occurred that materially affect – and require the dismissal of – multiple allegations in the Complaint.

Allegations that are moot warrant dismissal. The FAA only reviews current compliance with Federal obligations. (*Vortex Aviation Servs., LLC v. Jackson Hole Airport Bd.*, FAA Docket No. 16-00-18, Director’s Determination, 2001 WL 865710 (June 21, 2001) at \*16; see

also *Arlet Aviation, LLC, Puerto Rico Ports Authority*, FAA Docket No. 16-17-17, Director’s Determination, 2018 WL 11191808 (Oct. 24, 2018) at \*7 (“The FAA’s focus in the Part 16 process is on compliance prospectively rather than punitive measures for past violations.”). An allegation can be rendered moot by “successful action by the airport sponsor to cure any alleged or potential past violation of applicable federal obligations, subsequent to FAA receipt of the allegations and prior to the issuance of a final FAA compliance decision.” (*Wilson Air Ctr., LLC v. Memphis and Shelby County Airport Authority*, FAA Docket No. 16-99-10, Final Agency Decision, 2001 WL 1085348 (Aug. 30, 2001), at \*4.) “The basic question in determining mootness is whether there is a present controversy as to which effective relief can be granted.” (*In the Matter of: Jet Midwest Technik, Inc.*, (Jet Midwest) FAA Docket No. 2015-0637, 2015 WL 9166094 (Dec. 4, 2015) at \*3.)

The new facts presented in Exhibit L demonstrate that several conditions Complainant alleged violated the County’s grant assurances no longer exist, either due to the County’s efforts to address Complainants’ concerns or other intervening events. Regardless of whether the allegations constituted violations of the County’s grant assurances, allegations in the Complaint relating to the following conditions should be dismissed: 1) the unavailability of 100LL at Reid-Hillview Airport; 2) effects of County policies or practices on Skyworks; 3) restrictions on self-fueling at the County Airports; and 4) restrictions on the sale of 100LL at the County Airports.

**A. New Facts Require the Dismissal of Claims Asserting that the Unavailability of 100LL Constitutes a Violation of the County’s Grant Assurances.**

**1. The Availability of 100 Octane Aviation Gasoline for Purchase at RHV Moots Claims Relating to the Unavailability of 100LL.**

The availability of G100UL for purchase at RHV moots Complainants allegation that the unavailability of 100LL for purchase constitutes a denial of access to RHV in violation of Grant

Assurance 22. (See Reply at 8.) As explained in the County’s Answer and Rebuttal, the unavailability of 100LL for purchase does not constitute a denial of reasonable access to the County Airports, even in the absence of an alternative fuel. To the extent that the unavailability of 100LL for purchase violates any grant assurance, the availability of G100UL for purchase cures this condition. The FAA’s determination that G100UL is usable for all models included on the FAA Approved Model List Nos. SE01966WI and SE01967WI renders G100UL and 100LL functionally equivalent for virtually all piston engine aircraft in the U.S. fleet. (See Attach. L at ¶ 7; Complainant’s Reply, Attachment 3.) The County intends to offer G100UL for purchase at RHV as long as there is adequate market demand. (See Attach. L at ¶ 4.) As the County has cured Complainants’ alleged violation, this claim is moot. (See *Wilson Air Ctr., LLC*, 2001 WL 1085348, *supra*, at \*4.)

**2. Complainants Lack Standing to Assert Claims Relating to the Unavailability of 100LL.**

Complainants assert that the FAA has not yet approved G100UL for use in a small number of airframes that rely on 100 octane aviation gasoline. (Complainant’s Reply at 2.) To the extent Complainants assert that this condition violates Grant Assurance 22, no Complainant has demonstrated that they are “directly and substantially affected” by any differences between G100UL and 100LL. (See 14 C.F.R. § 16.23(a).) Accordingly, the Director should dismiss this claim for lack of standing.

**3. The FAA Reauthorization Act Demonstrates that Grant Assurance 22 Does Not Prevent the County from Restricting the Availability of 100LL at County Airports.**

As explained above, the new grant assurance in the FAA Reauthorization Act limiting restrictions on the sale of 100LL indicates that Grant Assurance 22 does not restrict the ability of airport owners or operators to restrict or prohibit the sale of leaded avgas at airports that meet at

least one of two criteria, one being that they did not have 100LL available for sale at any time during calendar year 2022. (See 47 U.S.C. § 47107(a)(22).)

In doing so, the FAA Reauthorization Act expresses the clear policy determination that any airport that did not have 100LL available for sale at any time during calendar year 2022 is free to restrict or prohibit the sale of leaded aviation gasoline, notwithstanding Grant Assurance 22. As there was no 100LL available for purchase by the public at either RHV or San Martin in 2022, the County has the authority to restrict or prohibit the sale of leaded aviation gasoline at the County Airports, and this allegation warrants dismissal.

**B. New Facts Require the Dismissal of Claims Asserting that County Restrictions on the Sale of and Commercial Self-Fueling with 100LL Constitute Violations of Grant Assurance 22.**

**1. Claims Relating to Restrictions on the Sale of and Commercial Self-Fueling with 100LL Warrant Dismissal Due to Skyworks' Cessation of Operations at the County Airports.**

Complainant Skyworks alleged that the County's policies and practices restricted its ability to engage in the sale of 100LL aviation gasoline and in commercial self-fueling with 100LL. (Complaint at 5.) As explained in the County's Answer and Rebuttal, the County has not restricted Skyworks' ability to engage in the sale of 100LL aviation gasoline or in commercial self-fueling with 100LL. To the extent that any County policy or procedure violated any grant assurance as applied to Skyworks, Skyworks' cessation of operation at the County Airports moot these claims because the County's policies and practices no longer have any effect on Skyworks and no effective relief can be granted. (See *Jet Midwest*, 2015 WL 9166094, *supra*, at \*3.) Furthermore, Skyworks no longer has standing to pursue the Complaint as it is no longer directly or substantially affected by any County policies. (See 14 C.F.R. § 16.23(a).) As Skyworks is the only complainant that alleged the County's policies and practices restricted their

ability to sell 100LL aviation gasoline or engage in commercial self-fueling with 100LL, the Director should dismiss all such allegations for mootness and lack of standing.

**2. New Commercial Self-Fueling Permits Cure Conditions Alleged to Violate Grant Assurance 22.**

Complainant Skyworks alleged that the commercial self-fueling permits the County issued to it restricted its ability to self-fuel with 100LL. (Complaint at 5.) Skyworks specifically raised concerns that its permit only allowed it to self-fuel with fuel purchased from the County. (Reply at 5.) As previously discussed, Skyworks' claims are moot due to its cessation of operations at the County Airports. The only active commercial self-fueling permits are the permits issued to Aerodynamic and Marconet. (Attach. L, ¶ 12, Ex. Q.1 & Q.2.) These permits have no limitations on either the type or source of fuel with which the permittee can self-fuel. None of the new permittees are complainants in this matter. As the County has cured the alleged violation Skyworks raised in the Complaint, this allegation also warrants dismissal as moot. (See *Wilson Air Ctr., LLC*, 2001 WL 1085348, *supra*, at \*4.)

**3. Claims Relating to County-Issued Fuel Permits Are Moot.**

When the Complaint was filed, the County allowed three FBOs to use County-owned fuel tanks to sell fuel pursuant to three Fuel Permits that restricted the use of the tanks to unleaded fuel. (See Attach. A to the County's Consolidated Motion to Dismiss and Motion for Summary Judgment, ¶¶ 28-30, Ex. G.1-3.). The County terminated the Fuel Permits on or before October 1, 2023 and is currently using all four County-owned fuel tanks to sell aviation gasoline. (See Attach. K, ¶ 8; Attach. L, ¶ 3.) To the extent Complainants asserted that any condition in any Fuel Permit violated any grant assurances, the termination of those Fuel Permits renders these claims moot. (See *Jet Midwest*, 2015 WL 9166094, *supra*, at \*3.)



#### IV. CONCLUSION

The County requests that the Director amend the County's Answer to the Complaint to include Attachment L. For the reasons discussed above, the County further requests that the Director dismiss all claims in the Complaint, including those relating to 1) the unavailability of 100LL at Reid-Hillview Airport; 2) effects of County policies or practices on Skyworks; 3) restrictions on self-fueling at the County Airports; and 4) restrictions on the sale of 100LL at the County Airports.

Respectfully submitted this 12<sup>th</sup> day of November, 2024.

Tony LoPresti  
County Counsel

/s/ Jerett T. Yan  
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## CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document by email to the following persons as of the date specified below:

Office of the Chief Counsel  
Attn: FAA Part 16 Airport Proceedings Docket, AGC-610  
Federal Aviation Administration  
800 Independence Avenue, SW  
Washington, D.C. 20591  
9-AWA-AGC-Part-16@faa.gov

Justine Harrison  
General Counsel  
Aircraft Owners and Pilots Association  
421 Aviation Way  
Frederick, MD 21701  
(301) 695-2000  
Justine.Harrison@aopa.org

Dated this 12<sup>th</sup> day of November, 2024.

/s/ Kimberly Ide

Kimberly Ide

**ATTACHMENT L**



1 I, HARRY FREITAS, declare as follows:

2 1. I have personal knowledge of the facts set forth in this declaration. If called as a  
3 witness, I could and would testify competently to the matters set forth herein.

4 2. This declaration updates the declarations I submitted on March 28, 2023 and August 11,  
5 2023 in support of the County's Answer.

6 **Fuel Sales at RHV**

7 3. As of October 1, 2023, the County assumed operation of the underground storage  
8 tanks located at 2650 Robert Fowler Way and 2655 Robert Fowler Way. The County now operates  
9 all four County owned tanks previously used by Reid-Hillview Airport ("RHV") fixed base  
10 operators ("FBOs") pursuant to fuel permits from the County.

11 4. Since October 30, 2024, the County has offered UL94 (a 94-octane aviation gasoline)  
12 and G100UL (a 100-octane aviation gasoline) for purchase by the public at RHV. The County  
13 intends to continue selling both fuels at RHV as long as a market exists for them.

14 5. On October 30, 2024, the County's full-service prices for UL94 and G100UL at RHV  
15 were \$7.59 and \$6.99 per gallon, respectively.

16 6. Select full-service prices per gallon for 100LL at nearby airports as listed on  
17 Airnav.com on October 31, 2024 were as follows:

18 Norman Y. Mineta San Jose International Airport: \$11.35

19 Palo Alto Airport: \$6.39

20 Watsonville Municipal Airport: \$6.75

21 Livermore Municipal Airport: \$6.99

22 Hayward Executive Airport: \$7.90

23 7. FAA Approved Models List Nos. SA01966WI and SA01967WI approve G100UL for  
24 use in 1063 aircraft models. See Complainant's Reply, Attachment 3. The models on these two lists  
25 encompass virtually all piston engine aircraft makes and models in the U.S. fleet.

26 8. As of October 1, 2023, there have been no retailers of aviation gasoline at RHV other  
27 than the County.

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# **EXHIBIT P**



**PERMIT FOR STORAGE, SALE OR DISTRIBUTION  
OF JET FUEL BY  
JMM AVIATION, LLC  
AT REID-HILLVIEW AIRPORT  
PERMIT 1029-PT-23**

This is a Permit for the storage, sale or distribution of jet fuel ("Permit"), effective October 1, 2023, issued by the County of Santa Clara, hereinafter referred to as "County," to JMM Aviation, LLC hereinafter referred to as "Permittee."

WHEREAS, the County is the owner of Reid-Hillview Airport, hereinafter referred to as "Airport"; and

WHEREAS, Permittee has entered into an agreement with the County ("Lease"), effective January 1, 2022, to lease certain property at the Airport ("Premises"), described and depicted in Exhibit A, to operate a fixed based operation; and

WHEREAS, Permittee desires to engage in the storage, sale, or distribution of Jet A fuel at the Airport.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Non-Exclusive Permit:**

Pursuant to Section 4.1.6 of the Lease and subject to the provisions of this Permit, County hereby grants Permittee a non-exclusive permit to 1) store jet fuel on the Premises; and 2) sell and distribute jet fuel on the Premises and all public areas of the Airport. .

**2. Method of Operation:**

Permittee may fuel aircraft only upon demand by Permittee's customers, and the dispensing and delivery of fuel into aircraft shall be conducted in accordance with all applicable federal, state and local laws, rules, regulations, minimum standards, and ordinances.

Permittee may not use fuel trucks or any other vehicles to meet or detain aircraft for the purpose of soliciting the sale of Permittee's products. Permittee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale of service provided by Permittee. County reserves the right to review and approve such charges.



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**3. Equipment and Facilities:**

- A. Storage tanks, dispensing facilities, fixed and/or mobile fuel equipment, or other facilities constructed or used in connection with the conduct of Permittee's sale or distribution of jet fuel shall meet all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.
- B. Permittee shall provide fuel pumping and aircraft support equipment, whether fixed or mobile, meeting all applicable safety requirements, including certified metering devices. Such equipment shall include adequate fire extinguishers and may include aircraft tugs, ground power starters, auxiliary power units, aircraft tow bars and heads, oxygen cart, nitrogen cart, aircraft securing equipment (ropes, chains, wheel chocks, etc.), and marshalling wands. All equipment shall be subject to inspection by the County.
- C. Permittee shall provide aircraft fueling services conforming to the hours of operation as specified by the Lease.
- D. Permittee must ensure that the current fuel price for fuel carried in a fuel truck is clearly marked on the containing fuel trucks or advertised on AirNav.com.
- E. Permittee staff must wear company approved uniforms clearly identifying them as Permittee staff during all aircraft fueling and flight line servicing operations.
- F. Permittee shall notify the County any time that Permittee is not able to provide fueling services for greater than 24 hours and again when fueling services are restored. Depending upon the circumstances, the County may elect to issue a NOTAM regarding available fuel. Notice to County may be via telephone call, email or both.

**4. Safety Requirements:**

- A. All work performed under this Fueling Permit shall be carried out in such a manner as to ensure the public's safety and to meet or exceed the safety standards outlined by all applicable federal, state, and local laws, rules, regulations, minimum standards, and/or ordinances. County reserves the right to immediately prohibit or limit Permittee's fueling operation when reasonably necessary to protect the public safety.
- B. All fuel delivered to Permittee by its fuel suppliers shall be placed directly into County approved storage facilities, the location and design of which shall have been approved by the County and which shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, minimum standards, or ordinances.

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- C. Fuel delivered, stored, or dispensed by Permittee shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) for the specific fuel. Ensuring the quality of the fuel is the sole responsibility of Permittee.
- D. At least one fuel truck with a minimum capacity 2,000 gallons of Jet A must be operative at all times specified in Section 3.C. All fuel trucks shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment.
- E. All fuel trucks shall meet all applicable Federal, State, and local standards for each type of fuel dispensed. Each fuel truck and all fueling equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by: State of California & County of Santa Clara; NFPA Codes; 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
- F. No mobile fueling equipment shall be placed on the Premises without first receiving prior written consent from the Director of County Airports. Permittee shall, at its own expense, maintain and keep his/her fuel dispensing equipment in a safe operating condition. Permittee's equipment shall be subject to inspection by the County. Use of equipment not inspected by the County and not owned or exclusively leased by Permittee is prohibited.
- G. There shall be at least one fire extinguisher having a minimum rating of 20-B:C accessible within 50 feet during fueling operations. Fuel trucks shall have a minimum of two fire extinguishers of a type and in a location, which conform to N.F.P.A. 407 standards.
- H. Fueling is permitted into approved aircraft, containers and ground service equipment only.
- I. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize the electrical potential between the fueling equipment and the aircraft. The bond shall be maintained until fueling connections have been removed. All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- J. No electrical devices such as cell phones, radios, transmitters, receivers, or any other electrical appliances shall be switched on or off during fueling operations.

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- K. During the fueling or defueling of an aircraft, no person shall, within 100 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition. Smoking in the vicinity of aircraft fueling or defueling operations is strictly prohibited.
- L. Aircraft shall not be fueled while any aircraft engine is running. Hot fueling of helicopters is prohibited, except as provided under National Fire Protection Association (N.F.P.A.) regulations.
- M. No aircraft shall be either fueled or defueled while any person is on board the aircraft.
- N. Anybody engaged in the fueling and defueling of aircraft shall exercise care to prevent overflow of fuel. The person in charge shall take proper measures to remove volatile liquid when it is spilled during transfer.
- O. Permittee shall have a Fuel Spill Control Plan approved by the County, and Permittee shall maintain a current copy on file with the Director of County Airports.
- P. Permittee shall have sufficient fuel spill material on all mobile fueling equipment to dike, control, and clean-up a fuel spill of at least twenty-five (25) gallons.
- Q. All mobile fueling equipment shall be parked/staged at least fifty (50) feet from all buildings, except when actually performing a refueling function.
- R. Such mobile fueling equipment shall be operated only by people qualified and trained in aircraft fueling. Permittee shall ensure that all employees providing aircraft fueling functions have been fully trained on all airport rules, regulations, minimum standards, and all applicable County Ordinances. Permittee shall provide the County with their employee aircraft fueling training manual, and shall ensure that an updated copy of the employee aircraft fueling training manual is kept on file at the Premises and available for inspection.
- S. FBO shall have adequate storage for waste fuel or test samples or the capability to recycle same.

**5. Removed**

**6. Supplier Agreement:**

Permittee shall enter into a written agreement with its fuel supplier(s) which recognizes the existence of the provisions of this Permit. Copies of such agreements shall be provided to the Director of County Airports prior to the commencement of

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fuel delivery. All such agreements shall provide that either Permittee's supplier shall indemnify, defend, and hold harmless the County, and provide the County with records of its fuel delivery transactions.

Permittee shall secure County's written approval to engage a fuel supplier and sell brand name products. Permittee shall obtain County's written approval prior to making any changes to supplier and/or brand name.

**7. Products Liability Insurance:**

Permittee shall verify with its fuel supplier that a minimum of \$25,000,000 (twenty-five million dollars) insurance policy is carried by supplier for products liability purposes at all times. A copy of this policy shall be sent to the Director of County Airports.

**8. Term:**

The County or Permittee may terminate this Permit with or without cause on thirty (30) days notice. Notwithstanding the foregoing, this Permit terminates upon termination of the Lease, including any holdover tenancies.

**9. Rental:**

- A. Permittee shall pay County fuel flowage fees in the amount set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.
- B. Fuel flowage fee payments shall be based on total number of gallons delivered to Permittee.
- C. Payment of fuel flowage fees shall be submitted by Permittee to County by the tenth of each month for the previous month. Upon expiration or termination of this Permit, payment of any outstanding fuel flowage fees due under this section shall be made within ten (10) days of the expiration or termination date.
- D. Permittee acknowledges and agrees that fuel flowage payments received ten days or more after the first of each month must include an additional late payment fee of 10% of the total due, or the amount set forth in the current *Schedule of Fee and Charges for Santa Clara County Airports*, whichever is greater.
- E. A processing fee shall be assessed for any checks returned by Permittee's bank due to insufficient funds. The processing fee amount is set forth in the current *Schedule of Fees and Charges for Santa Clara County Airports*, which amount is subject to change based on future revisions to the *Schedule of Fees and Charges for Santa Clara County Airports*.

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**10. Reporting, Payments and Statements:**

- A. By the tenth of each month, Permittee shall submit a Fuel Flowage Report on the previous month's fuel purchases.
- B. Submitted with the Fuel Flowage Report shall be a supplier invoice, fuel delivery statement, or any other supplier record showing the date of fuel delivery, suppliers' name, and total gallons of each type of fuel Permittee purchased.
- C. Permittee shall keep daily log sheets for each fuel truck. The daily log shall include the date, time, fuel meter reading, and total quantity delivered for each individual fuel transaction.
- D. County may audit books, records, and accounts of Permittee as said records and accounts pertain to the storage, sale, or other distribution of fuel at the Airport. Permittee shall keep copies of all pertinent records and evidence of the storage, sale or other distribution of fuel at the Airport within Santa Clara County at all times.
- E. Upon request by County, Permittee shall have twenty (20) days to provide all requested books, records, and accounts to County for audit.
- F. In the event that an audit of Permittee's books, records, and accounts discloses a discrepancy of \$1,500.00 or more owing to the County in any given calendar year, Permittee shall bear all audit expenses. Upon written notice by County, Permittee shall have thirty (30) days to submit payment of any audit expenses required under this paragraph.

**11. Environmental Requirements:**

Permittee shall comply with all applicable federal, state, and local laws, rules, regulations, minimum standards, and ordinances.

**12. Incorporation of Lease Agreement:**

The terms, covenants and conditions of the Lease are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Lease, the latter prevails.

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**13. Headings, Reference, Law, Venue, and Joint and Several Liability:**

The titles and headings of the various sections of the Permit are intended solely for convenience of reference and are intended to explain, modify or place any construction on any of the provisions of the Permit. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. This Permit shall be governed and construed in accordance with the law of the state of California. Courts of competent jurisdiction in Santa Clara County California have exclusive jurisdiction over all disputes arising out of this permit. If either party consists of more than one person, each such person shall be jointly and severally liable.

**14. Severability:**

In the event that a court of competent jurisdiction declares any provision of this Permit invalid, void or illegal, all other provisions remain in full force and effect.

**15. No Waiver:**

No waiver by a party of any provision of this Permit waives any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Permit or at law shall not prevent the exercise by that party of any other remedy provided in this Permit or at law.

**16. Attorney's Fees:**

In any dispute between the County and Permittee, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorney's fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

**17. Assignment:**

This Permit is not transferable or assignable by Permittee, action of law, or otherwise.

**18. Permittee not an Agent of County:**

Nothing in this Permit makes Permittee an agent, contractor, licensee, or employee of County.



Permit for Storage, Sale or Distribution of Jet Fuel by JMM Aviation, LLC at Reid-Hillview Airport

same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

IN WITNESS WHEREOF, the parties hereto have approved and accepted this Permit as follows:

COUNTY:

PERMITEE:  
JMM Aviation, LLC

DocuSigned by:  
*Harry Freitas*  
6DC28984CB2D46D...  
HARRY FREITAS  
Director of Roads and Airports

DocuSigned by:  
*Jeff Marconet*  
EE0687AABC68480...  
Jeff Marconet  
Manager

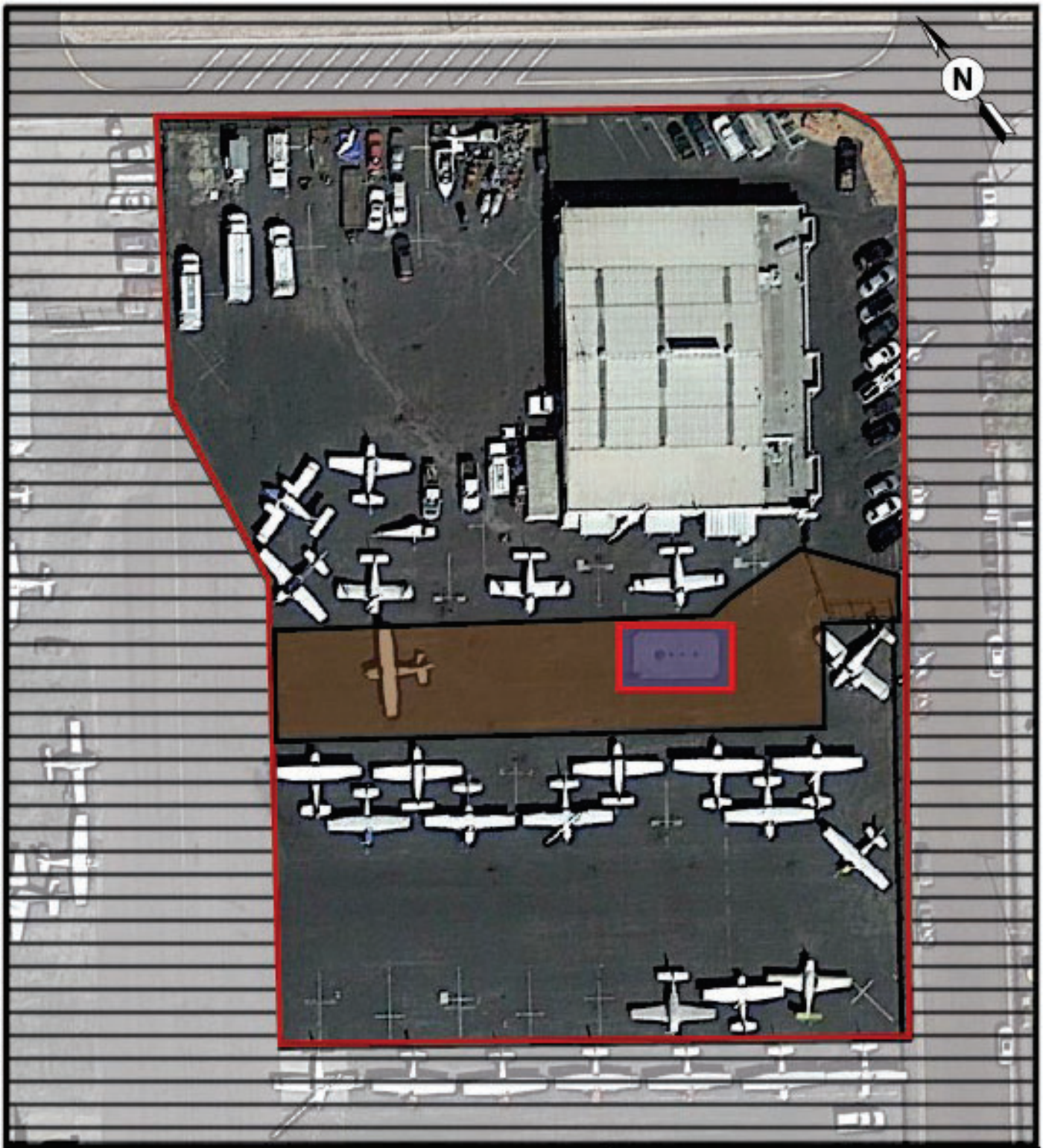
Date: 11/14/2023




Date: 10/10/2023

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
*Jerett Yan* 10/5/2023  
163B7BB7398A4B8...  
Jerett Yan  
Deputy County Counsel





-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold

 REV 15-11-2021	<b>Exhibit A</b> <b>Marconet Aviation Leasehold</b> COUNTY OF SANTA CLARA
--	---

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR  
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

EXHIBIT B-8

upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

# **EXHIBIT Q.1**

**SANTA CLARA COUNTY AIRPORTS  
GENERAL AVIATION  
COMMERCIAL SELF-FUELING  
PERMIT 1028-PT-23**



PERMITTEE: JMM Aviation LLC  
EFFECTIVE DATE: October 1, 2023

1. **COMMERCIAL SELF-FUELING AUTHORIZATION**

Commencing on the Effective Date, Permittee may engage in Commercial Self-Fueling of aircraft at Reid-Hillview Airport (“Airport”), defined as fueling of aircraft subject to the following restrictions:

- A. Permittee may only fuel aircraft on the land space of approximately 96,561 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A, attached hereto and incorporated herein, or such non-exclusive public space as the Director of County Airports (“Director”) may designate (collectively “Assigned Space”);
- B. Permittee may only fuel aircraft owned or operated by Permittee and used in Permittee’s day-to-day operations of its business at the Assigned Space.
- C. The Permittee may only fuel aircraft with fuel purchased from County.

This Permit does not authorize to engage in any fueling of aircraft at the Airport except Commercial Self-Fueling, as described stated herein.

2. **TRAINING**

- A. Permittee shall ensure that their officers, employees, and contractors engaged in fueling are trained in the operation of all dispensing and fueling equipment and are knowledgeable in the applicable Federal, State, and local laws and regulations pertaining to fueling and vehicle operations at the Airport and fuel spill procedures.
- B. Permittee shall maintain records, satisfactory to County, to show that such employees have been trained as required by this Section.
- C. The County, at its sole discretion, may require Permittee to participate in County sponsored training relating to fueling safety at the Permittees sole cost and expense.



3. **RESTRICTION ON COMMERCIAL SELF-FUELING ACTIVITIES**

- A. Permittee must comply with all applicable Federal, State, and local laws, rules and regulations, including, without limitation, the County's Airport Rules and Regulations.
- B. Prior to fueling an aircraft, Permittee must review its specifications to determine the appropriate fueling protocol, including the manner, amount, and fuel type. Permittee is solely responsible for ensuring that all aircraft fueled pursuant to this Permit are fueled in accordance with their specifications.
- C. Permittee's fueling equipment must be parked or positioned on the Assigned Space.
- D. Permittee's fuel transport vehicle and fueling equipment shall not be parked, staged or stored in a hangar at any time.
- E. Unless expressly specified herein, Permittee is solely responsible for obtaining all necessary permits relating to activities conducted pursuant to this Permit, including, without limitation, permits for the use and transport of hazardous materials.
- F. Permittee shall only use the entrance, exit, and haul route designated by the Director during the transportation of fuel onto and off the airport.
- G. During Commercial Self-Fueling, the fueling vehicle shall not obstruct other aircraft or vehicular movements.
- H. Hangared aircraft shall always be positioned outside of hangar during any fueling operation.
- I. During the fueling of an aircraft, the fuel dispensing apparatus and the aircraft must be bonded in accordance with local, State, Federal laws, rules, and regulations.
- J. Fuel may not be transferred from one vessel to another, except in a location approved by the Director.
- K. Permittee shall ensure that there are no potential sources of fuel ignition within fifty (50) feet of the Commercial Self-Fueling operation.
- L. Fuel transport vehicle is prohibited from parking (staging) within 50 feet of any building.
- M. Permittee shall exercise care to prevent the overflow of fuel, and must have immediately accessible at the fueling site a 20 lb. B:C rated fire extinguisher.

- N. The Director, in his/her sole discretion, may immediately suspend any self- fueling operations for violation of any term or condition of the permit, or if such Commercial Self-Fueling poses a threat to health and safety.
- O. Permittee shall not fuel or de-fuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.
- P. Permittee shall ensure:
  - (1) Fueling activities cease when lightning discharge occurs within five miles of the airport.
  - (2) The aircraft engine is not in operation during re-fueling.
  - (3) All aircraft electrical systems, to include magnetos and master switch, are in the "off" position.
  - (4) The aircraft's parking brake is set, or at least one aircraft wheel is chocked, or the aircraft is secured to the ground by the two wing tie-down points.

4. **MINIMUM EQUIPMENT REQUIREMENTS**

- A. Fuel transport and dispensing tanks or containers and associated equipment shall comply with all applicable Federal, State, and local laws and regulations regarding the transportation and storage of flammable liquids.
- B. Fuel transport and dispensing containers shall not be less than twenty (20) gallon capacity each. Fuel transport containers shall be painted red and clearly marked in accordance with FAA• AC 150/5230-4 or current edition with the type of fuel, i.e. Jet A, and with "Flammable" and "No Smoking" placards placed on the exterior.
- C. All fuel transport containers shall be firmly and mechanically secured to the transport vehicle.
- D. All fuel dispensing or containers shall have a valve mechanism such that water can be drained from the lowest portion of the tank, unless equipped with a glass bowl filter.
- E. Fuel uplift standpipes shall be constructed such that 5% to 10% of the total capacity of each dispensing container cannot be delivered through the dispensing system (5% to 10% unusable sump).
- F. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the fuel dispensing system.

- G. Cables for bonding the fuel dispensing system, and the aircraft to zero electrical potential shall be provided.
- H. A 20- lb. B:C rated fire extinguisher shall be readily available and accessible during Commercial Self-Fueling operations.
- I. Fuel dispensing nozzle shall be "over-the-wing" handheld type in which fuel is only delivered through the over wing nozzle by squeezing the handle and trigger. The nozzle must continually be held open by hand through the course of refueling. Once the handle is released, the fuel flow will stop. The fuel nozzle shall not be blocked open or left unattended during Commercial Self-Fueling operations.
- J. Permittee shall maintain an adequate supply of fuel absorbent material readily available to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- K. All fueling equipment shall be maintained in a clean, non-leaking condition while on Airport and is subject to inspection at any time by the Director of County Airports or Designee.

5. **INCORPORATION OF LEASE AGREEMENT**

- A. The terms, covenants and conditions of the Lease Agreement are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Lease Agreement, the latter shall prevail.

6. **HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS**

- A. Permittee shall not contaminate Airport, the Assigned Space, or the sub-surface of either, with any Hazardous Material. "Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon

or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

"Environmental Laws" mean all local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future.

- B. Permittee shall immediately notify the 911 Fire Services of any release of Hazardous Materials on Airport or the assigned aircraft storage space, whether or not the release is in quantities that would be reportable to a public agency.
- C. Permittee is solely and fully responsible and liable in the event Permittee's Commercial Self-Fueling operations cause or permit Hazardous Materials to be released at Airport or the Assigned Aircraft Storage Space. If any release of Hazardous Materials occurs on the Assigned Aircraft Storage Space or Airport as a result of Permittee's Commercial Self-Fueling operations, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials in accordance with all applicable government regulations. In addition to all other rights and remedies of County, if Permittee does not immediately clean up and remove any such Hazardous Materials release, County may pay to have Hazardous Materials removed and Permittee shall reimburse County any costs incurred by County together with interest at maximum rate allowed by law.
- D. Permittee shall indemnify, defend, and hold County, its officers, employees, contractors, and volunteers, harmless against all loss, damage, liability and expense which County may sustain as a result of the presence or clean-up of Hazardous Materials on the assigned aircraft storage space or Airport caused directly or indirectly by Permittee's commercial self- fueling operations.
- E. Permittee's obligations under this Permit, for cleanup and removal of Hazardous Materials releases attributable to Permittee, shall survive the expiration or termination of this agreement.
- F. Permittee acknowledges that the County is subject to federal, state, and local permit requirements relating to the operation of the Airport and agrees to be bound by all permits as they may apply to Permittee's operations pursuant to this Permit.

- i. Permittee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program.
- ii. Permittee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

7. **INSURANCE**

Permittee shall comply with and provide insurance as set forth in Exhibit B attached hereto and incorporated herein.

8. **INDEMNITY AND WAIVER OF CLAIM**

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with this Permit excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Permittee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the User contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Permittee, as a material part of the consideration to be rendered to County under this permit, hereby waives all claims or causes of action against County, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or property in, about or upon the Airport, and for injuries or death to persons in or about said Airport, from any or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of County, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on County.

9. **GRANT AGREEMENT CONVENANTS**

Permittee acknowledges that the County is subject to Federal Grant Assurance obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the covenants provided by the Federal Aviation Administration, as they may apply to Permittee.

10. **NO ASSIGNMENT**

Permittee may not assign or otherwise convey any right or privilege granted pursuant to this Permit without the express written consent of the County.

11. **SEVERABILITY AND GOVERNING LAW**

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Permit, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Permit, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Permittee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Permit, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Permittee hereby consents to the exclusive personal jurisdiction and venue of said court.

12. **TERMINATION/AMENDMENTS**

- A. The failure by Permittee to observe or perform any covenant, condition or provision of this Permit constitutes a breach of this Permit. If the Permittee fails to remedy the breach beyond thirty (30) days after County gives Permittee written notice of breach, the County may terminate this Permit.
- B. The County may terminate this Permit with 60 days notice.
- C. County reserves the right to make amendments to this permit. Upon amendment, Permittee has the option of signing the amended permit or terminating the permit. The County reserves the right to terminate the permit if Permittee fails to agree to the amendment(s) within 10 days notification.

(5)

Witness the execution of this Permit as of the dates set forth below:

COUNTY:  
DocuSigned by:  
Harry Freitas  
6DC28984CB2D46D...  
Title: Director

By: Harry Freitas

Date: 11/14/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
Jerett Yan 10/5/2023  
163B7BB7398A4B8...  
Jerett Yan  
Deputy County Counsel

**ACCEPTANCE**

The undersigned as PERMITTEE hereby agrees, in consideration of this PERMIT, to perform and abide by the terms, conditions, restrictions, and obligations of this PERMIT.

PERMITTEE JMM Aviation LLC

Mailing Address 2655 Robert Fowler Way

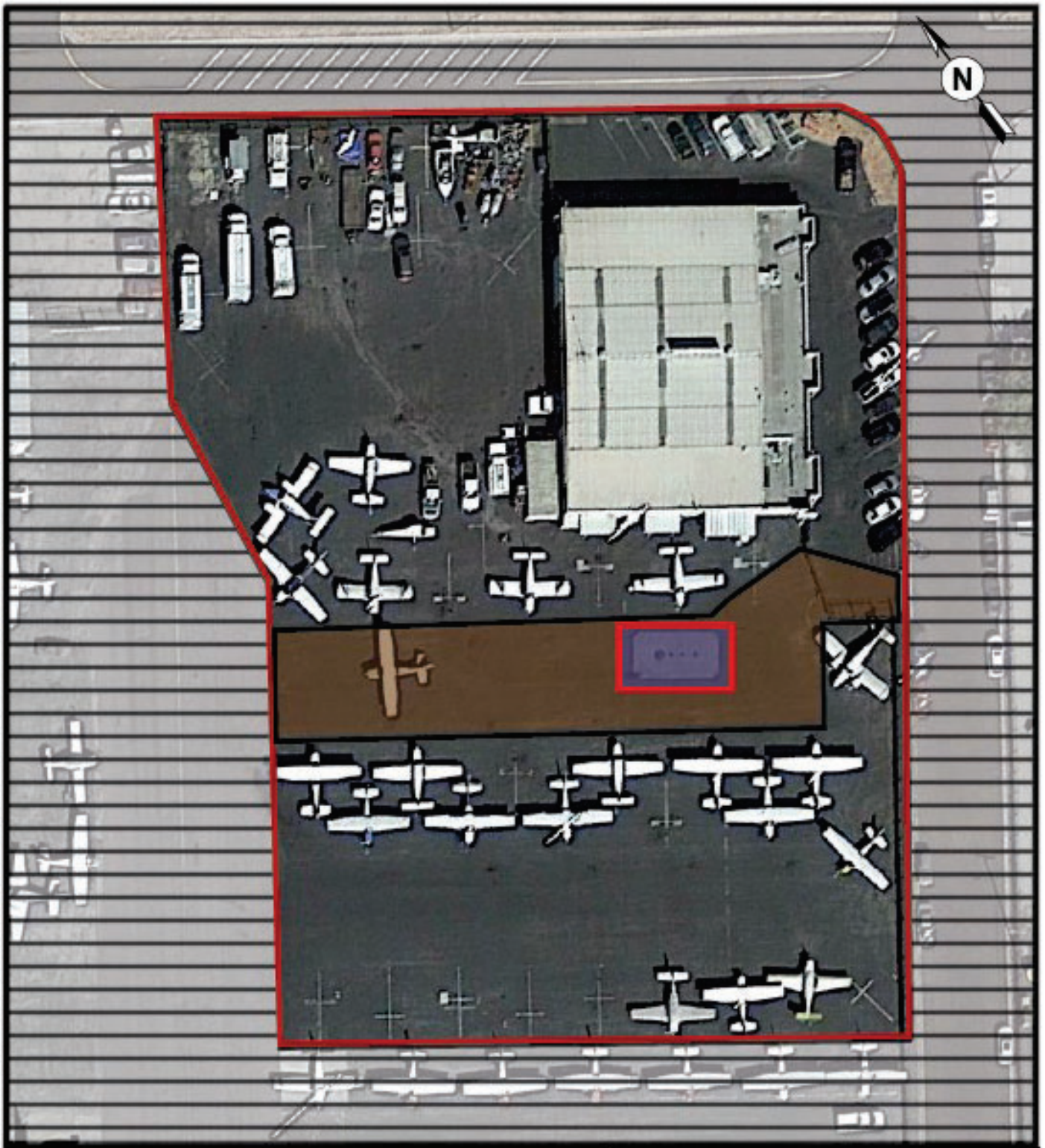
San Jose, CA 95148




Telephone (408) 926-4030

Email jeffmar\_2@yahoo.com

Signature: Jeff Marconet  
EE0687AABC68480...

Date of Acceptance: 10/10/2023



-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold

 REV 15-11-2021	<b>Exhibit A</b> <b>Marconet Aviation Leasehold</b> COUNTY OF SANTA CLARA
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EXHIBIT B-8

INSURANCE REQUIREMENTS FOR  
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-8

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

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- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

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- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

EXHIBIT B-8

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

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Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

EXHIBIT B-8

\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

11. Property Insurance

Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

# **EXHIBIT Q.2**

**SANTA CLARA COUNTY AIRPORTS  
GENERAL AVIATION  
COMMERCIAL SELF-FUELING  
PERMIT NUMBER 1027-PT-23**



PERMITTEE: Amelia Reid Aviation LLC dba  
Aerodynamic Aviation

EFFECTIVE DATE: October 1, 2023

1. **COMMERCIAL SELF-FUELING AUTHORIZATION**

Commencing on the Effective Date, Permittee may engage in Commercial Self-Fueling of aircraft at Reid-Hillview Airport (“Airport”), defined as fueling of aircraft subject to the following restrictions:

- A. Permittee may only fuel aircraft on the land space of approximately 97,400 square feet that consists of a commercial hangar and office space, a storage shed, aircraft parking ramp and vehicle parking lot as shown as Area 1 on Exhibit A, attached hereto and incorporated herein, or such non-exclusive public space as the Director of County Airports (“Director”) may designate (collectively “Assigned Space”);
- B. Permittee may only fuel aircraft owned or operated by Permittee and used in Permittee’s day-to-day operations of its business at the Assigned Space.
- C. The Permittee may only fuel aircraft with fuel purchased from County.

This Permit does not authorize to engage in any fueling of aircraft at the Airport except Commercial Self-Fueling, as described stated herein.

2. **TRAINING**

- A. Permittee shall ensure that their officers, employees, and contractors engaged in fueling are trained in the operation of all dispensing and fueling equipment and are knowledgeable in the applicable Federal, State, and local laws and regulations pertaining to fueling and vehicle operations at the Airport and fuel spill procedures.
- B. Permittee shall maintain records, satisfactory to County, to show that such employees have been trained as required by this Section.
- C. The County, at its sole discretion, may require Permittee to participate in County sponsored training relating to fueling safety at the Permittees sole cost and expense.

3. **RESTRICTION ON COMMERCIAL SELF-FUELING ACTIVITIES**

- A. Permittee must comply with all applicable Federal, State, and local laws, rules and regulations, including, without limitation, the County's Airport Rules and Regulations.
- B. Prior to fueling an aircraft, Permittee must review its specifications to determine the appropriate fueling protocol, including the manner, amount, and fuel type. Permittee is solely responsible for ensuring that all aircraft fueled pursuant to this Permit are fueled in accordance with their specifications.
- C. Permittee's fueling equipment must be parked or positioned on the Assigned Space.
- D. Permittee's fuel transport vehicle and fueling equipment shall not be parked, staged or stored in a hangar at any time.
- E. Unless expressly specified herein, Permittee is solely responsible for obtaining all necessary permits relating to activities conducted pursuant to this Permit, including, without limitation, permits for the use and transport of hazardous materials.
- F. Permittee shall only use the entrance, exit, and haul route designated by the Director during the transportation of fuel onto and off the airport.
- G. During Commercial Self-Fueling, the fueling vehicle shall not obstruct other aircraft or vehicular movements.
- H. Hangared aircraft shall always be positioned outside of hangar during any fueling operation.
- I. During the fueling of an aircraft, the fuel dispensing apparatus and the aircraft must be bonded in accordance with local, State, Federal laws, rules, and regulations.
- J. Fuel may not be transferred from one vessel to another, except in a location approved by the Director.
- K. Permittee shall ensure that there are no potential sources of fuel ignition within fifty (50) feet of the Commercial Self-Fueling operation.
- L. Fuel transport vehicle is prohibited from parking (staging) within 50 feet of any building.
- M. Permittee shall exercise care to prevent the overflow of fuel and must have immediately accessible at the fueling site a 20 lb. B:C rated fire extinguisher.



- N. The Director, in his/her sole discretion, may immediately suspend any self- fueling operations for violation of any term or condition of the permit, or if such Commercial Self-Fueling poses a threat to health and safety.
- O. Permittee shall not fuel or de-fuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.
- P. Permittee shall ensure:
  - (1) Fueling activities cease when lightning discharge occurs within five miles of the airport.
  - (2) The aircraft engine is not in operation during re-fueling.
  - (3) All aircraft electrical systems, to include magnetos and master switch, are in the "off" position.
  - (4) The aircraft's parking brake is set, or at least one aircraft wheel is chocked, or the aircraft is secured to the ground by the two wing tie-down points.

4. **MINIMUM EQUIPMENT REQUIREMENTS**

- A. Fuel transport and dispensing tanks or containers and associated equipment shall comply with all applicable Federal, State, and local laws and regulations regarding the transportation and storage of flammable liquids.
- B. Fuel transport and dispensing containers shall not be less than twenty (20) gallon capacity each. Fuel transport containers shall be painted red and clearly marked in accordance with FAA• AC 150/5230-4 or current edition with the type of fuel, i.e. Jet A, and with "Flammable" and "No Smoking" placards placed on the exterior.
- C. All fuel transport containers shall be firmly and mechanically secured to the transport vehicle.
- D. All fuel dispensing or containers shall have a valve mechanism such that water can be drained from the lowest portion of the tank, unless equipped with a glass bowl filter.
- E. Fuel uplift standpipes shall be constructed such that 5% to 10% of the total capacity of each dispensing container cannot be delivered through the dispensing system (5% to 10% unusable sump).
- F. An in-line filtration system utilizing a 5 micron or less gasoline filter element shall be included in the fuel dispensing system.

- G. Cables for bonding the fuel dispensing system, and the aircraft to zero electrical potential shall be provided.
- H. A 20- lb. B:C rated fire extinguisher shall be readily available and accessible during Commercial Self-Fueling operations.
- I. Fuel dispensing nozzle shall be "over-the-wing" handheld type in which fuel is only delivered through the over wing nozzle by squeezing the handle and trigger. The nozzle must continually be held open by hand through the course of refueling. Once the handle is released, the fuel flow will stop. The fuel nozzle shall not be blocked open or left unattended during Commercial Self-Fueling operations.
- J. Permittee shall maintain an adequate supply of fuel absorbent material readily available to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- K. All fueling equipment shall be maintained in a clean, non-leaking condition while on Airport and is subject to inspection at any time by the Director of County Airports or Designee.

5. **INCORPORATION OF LEASE AGREEMENT**

- A. The terms, covenants and conditions of the Lease Agreement are hereby incorporated by reference. In the event of any inconsistency between the terms and conditions of this Permit and those contained in the Lease Agreement, the latter shall prevail. .

6. **HAZARDOUS MATERIALS AND COMPLIANCE WITH ENVIRONMENTAL LAWS**

- A. Permittee shall not contaminate Airport, the Assigned Space, or the sub-surface of either, with any Hazardous Material. "Hazardous Materials" means, but is not limited to, (a) any hazardous, toxic or regulated wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any Environmental Laws, including but not limited to regulations pertaining to storage, labeling, handling, recordkeeping, reporting, transportation, use, disposal, handling or shipment; (b) petroleum, petroleum by products, gasoline, diesel fuel, crude oil or any fraction thereof; (c) asbestos and asbestos containing material, in any form, whether friable or nonfriable; (d) polychlorinated biphenyls; (e) radioactive materials; (f) lead and lead-containing materials; (g) any other material, waste or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by any Environmental Law (defined below); (h) any materials which cause or threatens to cause a nuisance upon

or waste to any portion of the Premises or any surrounding property; (i) any materials which pose or threaten to pose a hazard to the health or safety of persons on the Premises or any surrounding property; (j) any substances, ingredients, materials or products containing or that may contain blood borne pathogens, living or dead organisms, human remains or by-product, bio-waste or medical waste.

"Environmental Laws" mean all local, state and federal environmental, health, consumer safety, medical and safety-related laws, statutes, orders, standards, courts' decisions, ordinances, rules and regulations (as interpreted by judicial or administrative decisions), decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future.

- B. Permittee shall immediately notify the 911 Fire Services of any release of Hazardous Materials on Airport or the assigned aircraft storage space, whether or not the release is in quantities that would be reportable to a public agency.
- C. Permittee is solely and fully responsible and liable in the event Permittee's Commercial Self-Fueling operations cause or permit Hazardous Materials to be released at Airport or the Assigned Aircraft Storage Space. If any release of Hazardous Materials occurs on the Assigned Aircraft Storage Space or Airport as a result of Permittee's Commercial Self-Fueling operations, Permittee, at Permittee's sole cost and expense, shall remove such Hazardous Materials in accordance with all applicable government regulations. In addition to all other rights and remedies of County, if Permittee does not immediately clean up and remove any such Hazardous Materials release, County may pay to have Hazardous Materials removed and Permittee shall reimburse County any costs incurred by County together with interest at maximum rate allowed by law.
- D. Permittee shall indemnify, defend, and hold County, its officers, employees, contractors, and volunteers, harmless against all loss, damage, liability and expense which County may sustain as a result of the presence or clean-up of Hazardous Materials on the assigned aircraft storage space or Airport caused directly or indirectly by Permittee's commercial self- fueling operations.
- E. Permittee's obligations under this Permit, for cleanup and removal of Hazardous Materials releases attributable to Permittee, shall survive the expiration or termination of this agreement.
- F. Permittee acknowledges that the County is subject to federal, state, and local permit requirements relating to the operation of the Airport and agrees to be bound by all permits as they may apply to Permittee's operations pursuant to this Permit.

- i. Permittee shall comply with the requirements of the County's Hazardous Materials Permit and Storm Water Pollution Prevention Program.
- ii. Permittee shall prepare and maintain a written Spill Prevention Contingency and Control Plan (SPCC). The SPCC shall be reviewed and approved by the appropriate agency(s). The approved SPCC shall be kept current and a copy of the most current version shall be submitted to the County to be kept on file.

7. **INSURANCE**

Permittee shall comply with and provide insurance as set forth in Exhibit B attached hereto and incorporated herein.

8. **INDEMNITY AND WAIVER OF CLAIM**

Permittee shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with this Permit excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Permittee shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the User contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Permittee, as a material part of the consideration to be rendered to County under this permit, hereby waives all claims or causes of action against County, its officers, agents, volunteers, or employees which it may now or hereafter have for damages to goods, wares, merchandise or property in, about or upon the Airport, and for injuries or death to persons in or about said Airport, from any or causes arising at any time, except as may arise from the sole active negligence or sole willful act of misconduct of County, its officers, agents or employees, and notwithstanding that joint, several, or concurrent liability, or principles of comparative negligence, might otherwise impose liability on County.

9. **GRANT AGREEMENT CONVENANTS**

Permittee acknowledges that the County is subject to Federal Grant Assurance obligations as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the covenants provided by the Federal Aviation Administration, as they may apply to Permittee.

10. **NO ASSIGNMENT**

Permittee may not assign or otherwise convey any right or privilege granted pursuant to this Permit without the express written consent of the County.

11. **SEVERABILITY AND GOVERNING LAW**

Any non-material provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. This Permit, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Permit, shall be enforced, governed by and construed in accordance with the laws of the State of California (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Permittee expressly agrees that any and all disputes, lawsuits or proceedings arising out of, relating to or in connection with this Permit, including any and all mediation or other alternative dispute resolution proceedings or settlements or negotiations, shall be brought, disputed and litigated only in the Superior Court of the State of California in the County of Santa Clara or the United States District Court, Northern District of California, San Jose Division (and in no other), and Permittee hereby consents to the exclusive personal jurisdiction and venue of said court.

12. **TERMINATION/AMENDMENTS**

- A. The failure by Permittee to observe or perform any covenant, condition or provision of this Permit constitutes a breach of this Permit. If the Permittee fails to remedy the breach beyond thirty (30) days after County gives Permittee written notice of breach, the County may terminate this Permit.
- B. The County may terminate this Permit with 60 days notice.
- C. County reserves the right to make amendments to this permit. Upon amendment, Permittee has the option of signing the amended permit or terminating the permit. The County reserves the right to terminate the permit if Permittee fails to agree to the amendment(s) within 10 days notification.

(5)

Witness the execution of this Permit as of the dates set forth below:

COUNTY:  
DocuSigned by:  
Harry Freitas  
6DC28984CB2D46D...  
Title: Director

By: Harry Freitas

Date: 11/14/2023

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
Jerett Yan 10/10/2023  
163B7BB7398A4B8...  
Jerett Yan  
Deputy County Counsel

**ACCEPTANCE**

The undersigned as PERMITTEE hereby agrees, in consideration of this PERMIT, to perform and abide by the terms, conditions, restrictions, and obligations of this PERMIT.

PERMITTEE Amelia Reid Aviation LLC dba Aerodynamic Aviation.

Mailing Address 2650 Robert Flower Way

San Jose, CA 95148




Telephone (408) 216-7269

Email joshw@aerodynamicaviation.com

Signature: Josh Watson  
DocuSigned by:  
300032067FC24CC...

Date of Acceptance: 10/10/2023



-  Leasehold Boundary
-  Lessor Easement Boundary
-  UST Location Excluded From Leasehold

 REV 11-13-2021	<b>Exhibit A</b> <b>Aerodynamic Aviation Leasehold</b>
	COUNTY OF SANTA CLARA

EXHIBIT B-8

INSURANCE REQUIREMENTS FOR  
AIRCRAFT / AIRPORT OPERATION CONTRACTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.



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C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. For non-aeronautical business located at an airport:

Commercial General Liability insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. For fixed-base operators, flight schools and flying clubs located at an airport:

Airport Liability insurance – for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) per occurrence, including owned and non-owned aircraft coverage.

3. General Liability or Airport Liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- f. Severability of interest

4. General Liability or Airport Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

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“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Aircraft Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft.

7. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

8. Hangarkeepers Liability

Hangarkeepers Liability with a limit of not less than seven hundred fifty thousand dollars (\$750,000) combined single limit (CSL) per occurrence and one million dollars (\$1,000,000) aggregate.

9. Pollution Liability

Pollution Liability coverage including bodily injury, personal injury, and property damage with limits not less than \$1,000,000 per claim or per occurrence and

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\$1,000,000 aggregate limits, including claim expenses and defense, written on a claims made or occurrence basis.

10. Stand-Alone Pollution Legal Liability Insurance

If lessee chooses to install underground petroleum storage tanks, lessee must demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of underground tanks, in the amount of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars annual aggregate, in accordance with applicable EPA regulations.

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Tenant/Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name County as an additional insured.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County, and the Tenant/Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

F. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County

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upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. If this agreement applies to a flying Club the Contractor shall require each of its club members to provide aircraft liability insurance with limits of \$1,000,000 and shall provide certificates of their insurance to the County.
5. Additional insurance requirements as may be required in association with construction activity, including, but not limited to, Builder's Risk Course of Construction, Workers' Compensation, All-Risk Property Insurance, Professional Liability Insurance, and Business Risk Insurance as outlined in Exhibit "B-1."
6. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

G. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

## CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document by email to the following persons as of the date specified below:

Office of the Chief Counsel  
Attn: FAA Part 16 Airport Proceedings Docket, AGC-610  
Federal Aviation Administration  
800 Independence Avenue, SW  
Washington, D.C. 20591  
9-AWA-AGC-Part-16@faa.gov

Justine Harrison  
General Counsel  
Aircraft Owners and Pilots Association  
421 Aviation Way  
Frederick, MD 21701  
(301) 695-2000  
Justine.Harrison@aopa.org

Dated this 12<sup>th</sup> day of November, 2024.

/s/ Kimberly Ide

Kimberly Ide