

County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 95110-1302
1-408-573-2400



February 3, 2015

Mr. Kevin C. Willis
Manager, Airport Compliance Division
Federal Aviation Administration
800 Independence Ave., SW.
Washington, DC 20591

Re: *FAA Docket No. 16-11-06 Corrective Action Plan*

Dear Mr. Willis:

On behalf of the County of Santa Clara ("County"), thank you for your letter of August 21, 2014, issued by the Federal Aviation Administration ("FAA") in connection with *Jeff Bodin and Garlic City Skydiving v. County of Santa Clara, California*. Therein the FAA opined that the County's proposed insurance requirement for skydiving operations at South County Airport ("Airport") did not appear unreasonable. The FAA further directed the County to develop and submit a formal corrective action plan ("CAP") responsive to the December 19, 2011, Director's Determination and Order ("Directors' Determination"), issued pursuant to Title 14 CFR Part 16. Enclosed please find the County's CAP for the FAA's consideration.

I. Introduction

On appeal of the Director's Determination, the FAA Associate Administrator issued a Final Agency Decision and Order ("FAD") dated August 12, 2013. Therein the Associate Administrator upheld the Director's Determination with regard to the County's noncompliance with Grant Assurance 22, *Economic Discrimination*.¹ The County did not seek judicial review of the FAD. As upheld by the FAD, the Director's Determination requires the County to submit a CAP in accordance with 14 CFR §16.109(c), which must include the following actions: (1) permit the establishment of an on-airport parachute drop zone; (2) negotiate in good faith with those entities desiring to provide parachute-related commercial aeronautical services; (3) adopt the stipulations required by the FAA to conduct parachute operations at the Airport safely; and (4) provide any required "pen and ink" changes to the Airport's ALP.

¹ The Associate Administrator declined to sustain the Director's Determination with regard to the County's violation of Grant Assurance 5, *Preserving Rights and Powers*.

II. Santa Clara County Corrective Action Plan

The County proposes the following CAP to comply with Grant Assurance 22, *Economic Discrimination*. The CAP incorporates the four corrective actions set forth in the Director's Determination and identifies the specific steps and methodology to access and confirm the County's compliance therewith. Unless otherwise stated below, the undersigned, Michael J. Murdter, Director of the Santa Clara County Roads and Airports Department ("Airport Director") is primarily responsible for the operation of the Airport and the implementation of the CAP.

A. Proposed Action: Permit the establishment of an on-airport parachute drop zone.

The County has permitted the establishment of a parachute landing area or drop zone ("PLA"). Following the Associate Administrator's issuance of the FAD, the Airport Director designated the PLA in the location and within the parameters set forth in the December 3, 2009, memorandum issued by the FAA's San Jose Flight Standards District Office ("FSDO").² The PLA is depicted in the site map enclosed as Exhibit A. The Airport Director next worked with interested stakeholders—primarily Mr. Jeff Bodin and Garlic City Skydiving (collectively "Garlic City") at that time—to develop the template commercial skydiving operator permit ("Skydiving Permit"), enclosed as Exhibit B. The Airport Director completed the above actions in or around October 2013, subject to the approval of the County Board of Supervisors.

On November 26, 2013, the County Board of Supervisors approved (1) the establishment of the PLA, (2) the Skydiving Permit setting forth reasonable terms by which the County will permit commercial use of the PLA at the Airport, and (3) adopted fees for the issuance of a Skydiving Permit. The Board of Supervisors' meeting minutes are enclosed hereto as Exhibit C. The Board further authorized the Airport Director to take the actions necessary to implement an application process to approve Skydiving Permits. As proposed by the Airport Director and currently advertised on the Airport website, an interested applicant should complete the following four steps to apply for a Skydiving Permit:

- Obtain a copy of the Skydiving Permit application at www.countyairports.org or at the Santa Clara County Airports Administration Office located at 2500 Cunningham Ave, San Jose, CA 95148.
- At the applicant's option, schedule a meeting with the Airport Director, or designee, to discuss the applicant's proposed skydiving operation and the Skydiving Permit application.

² FAA Exhibit 1, Item 1, exhibit 6, sub. Exh. A.

- Submit a completed Skydiving Permit application to the Airport Director meeting all requirements set forth therein, including payment of the applicable fee. Airport staff will review the application and promptly notify the applicant if the application is complete or incomplete.
- Within 15 calendar days from receipt of a completed Skydiving Permit application, the Airport Director will issue a written decision. If the Airport Director denies a Skydiving Permit application, the Airport Director will provide a written explanation for the denial and provide the applicant with an opportunity to reapply. If the Airport Director approves the application, the Airport Director will issue applicant a Skydiving Permit authorizing applicant to use the PLA.

The County has established a PLA and established to authorize the use of the PLA. Therefore, the County seeks the FAA's concurrence that this proposed action is complete.

- B. Proposed Action: Negotiate in good faith with those entities desiring to provide parachute-related commercial aeronautical services.

With the establishment of a PLA and the approval of the Skydiving Permit, the County is committed to negotiating in good faith with prospective skydiving commercial operators. The County has and will continue to provide all interested applicants with the same opportunity to apply for a Skydiving Permit under the reasonable terms and conditions provided therein. As of today, two prospective skydiving operators have expressed interest in applying for a Skydiving Permit. Below is a summary of the County's negotiations with these applicants, the current status of each application, and the County's proposed actions.

1. Garlic City Application

Garlic City submitted an executed Skydiving Permit to the Airport Director on or around January 8, 2014. Upon review, the Airport Director notified Garlic City that it failed to submit adequate proof of insurance coverage in accordance with section 6.1.1 of the Skydiving Permit. Garlic City challenged the County's insurance requirements and requested the FAA's consideration on the matter. As requested by the FAA, the County by letter dated April 18, 2014, justified that the Skydiving Permit insurance requirements were reasonable and attainable, and provided information on available underwriters. On August 21, 2014, the FAA issued a letter concluding the Skydiving Permit insurance requirements did not appear unreasonable. The County's April 18, 2014 letter and the FAA's August 21, 2014 letter are enclosed as Exhibit D, which have been provided to Garlic City. While Garlic City's application for the Skydiving Permit is otherwise complete, as of today Garlic City has not submitted proof of the required insurance coverage nor information on its attempts to procure coverage.

Kevin C. Willis
Re: FAA Docket No. 16-11-06
Date: February 3, 2015
Page 4

Related to Garlic City's pursuit of a Skydiving Permit, Garlic City filed suit against the County on August 14, 2014 in California Superior Court. Garlic City requested, among other relief, that the court order the County to issue a Skydiving Permit to Garlic City. The County has removed the case to the United States District Court for the Northern District of California (Case No. 5:14-cv-04158-EJD). The District Court has scheduled a dispositive motion hearing for February 20, 2015.

The County is committed to providing Garlic City the opportunity to become the first commercial skydiving operation at the Airport. Airport staff is available anytime to help Garlic City complete its application for the Skydiving Permit, which is solely missing the proof of insurance coverage. No later than 15 days from the County's receipt of Garlic City's completed application, the Airport Director will issue a written decision. With regard to the litigation, the parties have jointly requested mediation with a federal magistrate. The County is optimistic the parties' participation in this process will result in a prompt settlement of the litigation.

2. Hollister Soaring

In early October 2014, Airport staff met with representatives from Hollister Soaring regarding the County's process to obtain a Skydiving Permit. Hollister Soaring learned of the opportunity to provide commercial skydiving services through the County's Airport website and by word-of-mouth advertising. On October 25, 2014, the County received a letter from Hollister Soaring expressing its intent to apply for a Skydiving Permit, which is enclosed as Exhibit E. As with Garlic City, the County is committed to providing Hollister Soaring the opportunity to establish a commercial skydiving operation at the Airport. Airport staff is available anytime to help Hollister Soaring complete its application for a Skydiving Permit, and the Airport Director will issue a written decision no later than 15 days from the County's receipt of the completed application.

The County has and will continue to work in good faith with Garlic City, Hollister Soaring, and other interested applicants, to permit the use of the PLA. Therefore, the County seeks the FAA's concurrence that this proposed action is complete.

C. Proposed Action. Adopt the stipulations required by the FAA to conduct parachute operations at the Airport safely.

Pursuant to the Director's Determination, the County must adopt the FAA's stipulated actions to ensure skydiving is conducted safely at the Airport.³ Specifically, the Director's Determination required the County and the skydiving operator to complete the nine (9) actions

³ FAA Exhibit 1, Item 21, p. 34.

Kevin C. Willis

Re: FAA Docket No. 16-11-06

Date: February 3, 2015

Page 5

set forth in the FSDO's December 3, 2009 memorandum.⁴ The table below summarizes the status of action items 7, 8 and 9, for which the County is responsible. Moreover, as recommended by the FAA's Airports Division for the Western Pacific Region, the skydiving operators covenant under the Skydiving Permit, which was approved by the Board of Supervisors on November 26, 2013, to comply with the FSDO's December 3, 2009 memorandum.⁵ The County intends to work with the FSDO to ensure that the FSDO's safety recommendations are periodically evaluated. With these actions, the County seeks the FAA's concurrence that this proposed action is complete.

Action Item FSDO 12/3/09 Memorandum	Description	Status
7	Ensure the Airport Facility Directory and San Francisco Section chart are updated to indicate (by parachute symbol depiction) that a designated Parachute Drop Zone has been established at the airport.	FAA Form 7460-1 was submitted on December 10, 2013. According to Katherine Kennedy, FAA Airport Planner in the San Francisco ADO, the changes should be reflected in the March 5, 2015 update of the publications. Please see the email chain attached as Exhibit F.
8	Ensure advisory information is updated to advise airport users that a Parachute Drop Zone has been established and its location on the airport.	The County will update the AWOS message immediately upon issuance of a Skydiving Permit to avoid premature notification and inaccurate AWOS info.
9	Advise all aircraft operators based at South County Airport of the establishment and location of a Parachute Drop Zone.	On December 22, 2014, staff sent a letter (Exhibit G) to airport tenants and the FBO advising them of the creation of the parachute landing zone.

⁴ *Id.*; FAA Exhibit 1, Item 1, exhibit 6, sub. Exh. A.

⁵ FAA Exhibit 1, Item 16, p. 2.

Kevin C. Willis
Re: FAA Docket No. 16-11-06
Date: February 3, 2015
Page 6

D. Proposed Action. Provide any required “pen and ink” changes to the Airport’s ALP.

The Director’s Determination ordered the County to provide an updated ALP to reflect the establishment of the PLA on the Airport. On December 10, 2013, the County provided the FAA with the “pen and ink” changes to the Airport’s ALP. A copy of the FAA’s letter dated February 11, 2014 acknowledging the proposed change to the ALP is attached as Exhibit H. With these actions, the County seeks the FAA’s concurrence that this proposed action is complete.

IV. Conclusion

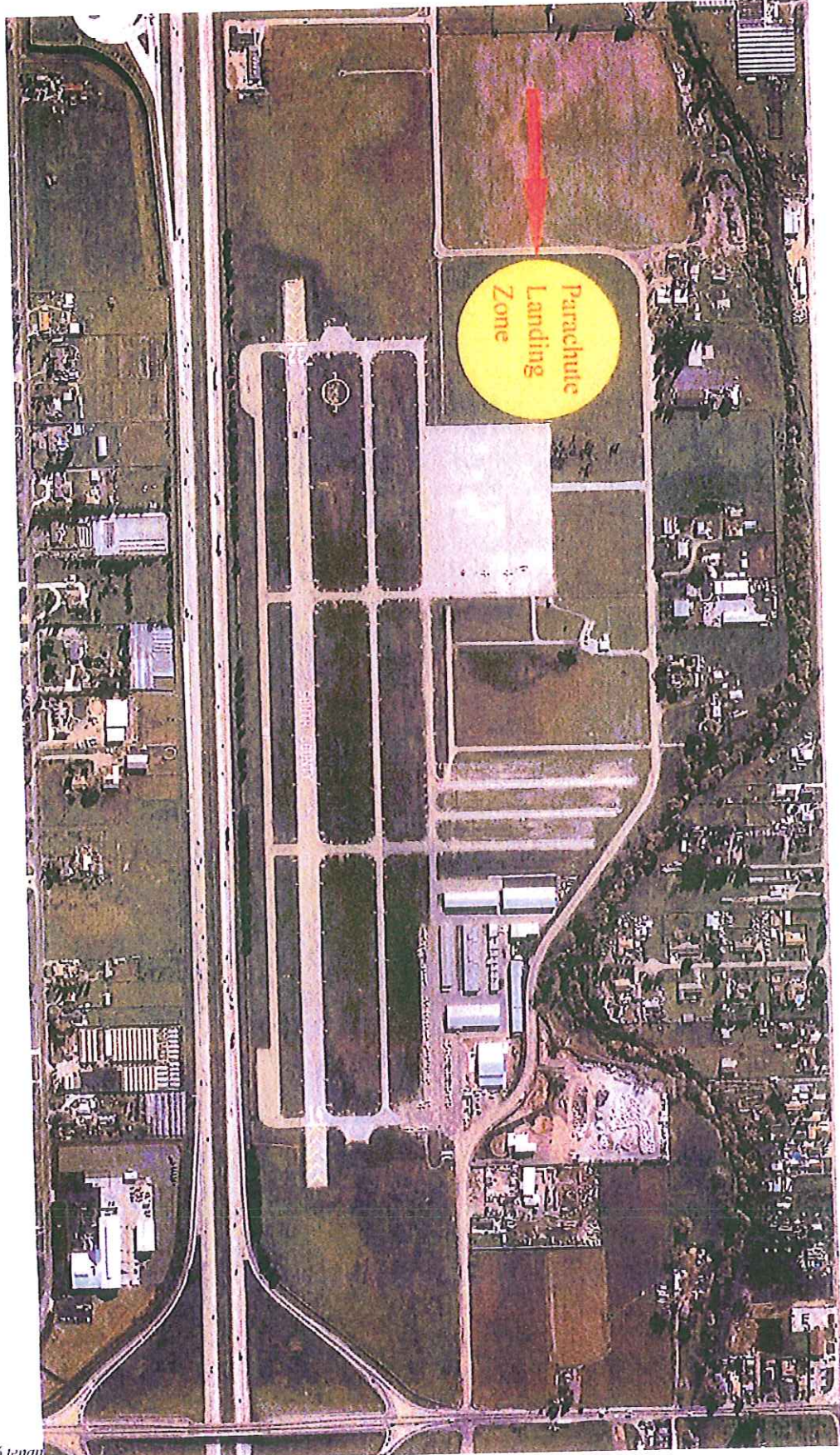
We look forward to working cooperatively with the FAA to implement the CAP. If you have any questions or comments, please do not hesitate to contact me by phone at (408) 573-2438 or email at michael.murdter@rda.sccgov.org.

Sincerely,



Michael J. Murdter
Director

Exhibit A



AIRPORT COMMERCIAL OPERATING PERMIT

This Permit is made on _____, 2013 between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (hereinafter referred to as "County"), and _____, a California corporation (hereinafter referred to as "Operator"). County and Operator are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, County is the owner and proprietor of the South County Airport ("Airport"), located in Santa Clara County, California;

WHEREAS, the County Board of Supervisors has adopted Airport Rules and Regulations to establish rules and regulations applicable to all users and tenants of the Airport;

WHEREAS, no person shall utilize any portion of the Airport or any building, facility or structure thereon, for revenue producing commercial activities or to solicit business or funds for any business or activity except by conducting said business operations or activities under the terms specifically authorized by a permit;

WHEREAS, no person shall engage in parachute operations without approval by the County and in compliance with County and Federal Aviation Administration ("FAA") regulations;

WHEREAS, the Operator desires to operate a skydiving business utilizing a Parachute Landing Area ("PLA") on the Airport;

WHEREAS, on June 21, 1982, the Board of Supervisors adopted the Santa Clara County Airports Master Plan Report which identifies the location for Fixed Based Operator ("FBO") facilities on the portion of Airport property identified as the PLA, and the 2006 South County Airport Master Plan update also identifies the location for FBO facilities on the portion of the Airport property identified as the PLA; therefore, the PLA is interim in nature and shall only be available until such time the County is prepared to develop the site for FBO facilities;

WHEREAS, the parties desire to enter into this Permit upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the promises, covenants and agreements of both parties as set forth below, the parties agree as follows:

//

//

Approved: 11/26/2013

PERMIT

1. Permitted Commercial Activity. Operator is granted authorization to conduct skydiving jumps at the Airport using the designated PLA subject to the terms and conditions of this Permit.
2. Term. The Permit term shall commence on _____ and shall terminate on _____, unless sooner terminated as provided for in this Permit.
3. Consideration. Operator shall pay to County a fee pursuant to the schedule of fees and charges adopted by the Board commensurate with the term of the Permit. Operator shall pay fee at the time of execution of this Permit. Payment shall be made to County of Santa Clara, Roads and Airports Department, 2500 Cunningham Ave., San Jose, CA 95148.
4. Fees and Charges. Operator agrees to pay to County the Skydiving Operations Permit fee as specified in the current *Schedule of Fees and Charges for Santa Clara County Airports*. Additional fees including aircraft commercial operations and charter, aircraft and vehicle parking and storage may apply for operations using other County facilities.
5. Uses, Purposes.

5.1 Authorization to Conduct Skydiving Jumps. Operator is granted authorization to conduct skydiving jumps at the Airport using the designated PLA. Operator shall conduct such service in accordance with this Permit and subject to its limitations. Operator shall not have the privilege of using the Airport for any other purposes than specifically set forth in this Article 5. This Permit and the authorization to conduct certain operations herein are valid only to the extent of the County's jurisdiction as landowner of the Airport. Acquisition of any other necessary permits or entitlements for use is the responsibility of Operator. Nothing contained in this Permit shall be construed as a relinquishment of any rights now held by the County.

5.2 Operator's Use of Airport and Airport Facilities. Operator is granted the use, in common with others authorized to use the same, of the Airport and all public facilities at the Airport which are now or may hereafter be provided by County for use in connection with the operation of Operator's aircraft to and from, and in, on, or about the Airport, including, but not limited to, taxiways, runways, aprons, navigational aids, and facilities related thereto; provided, however, County, by agreeing to such use, does not assume any obligation or liability to acquire, establish, install, or maintain any facilities or appurtenance not presently in existence and operation at the Airport nor to continue to maintain and operate all present facilities. Operator's use of the Airport and all public facilities at the Airport may include and contemplates any or all of the following:

//

(a) The right to land, take off, fly over, taxi, push, tow, load, unload, service, and park Operator's aircraft in connection with Operator's business and in accordance with the requirements established in the FAA Flight Standards District Office's memorandum dated December 9, 2009, attached as Exhibit B; and

(b) The right to land skydivers in connection with Operator's business in the area as depicted in Exhibit A.

5.3 Operational Requirements of Operator. Operator agrees throughout the term to abide by the following conditions and requirements:

5.3.1 Cancellation of Insurance; Increase in Insurance Rates. Operator shall not do, bring, or keep anything in or about the Airport that will cause a cancellation of any insurance covering the Operator's activities hereunder. If the rate of any insurance that includes skydiving coverage carried by County is increased as a result of Operator's use, Operator shall pay to County within ten (10) days before the date County is obligated to pay a premium on the insurance or within ten (10) days after County delivers to Operator a certified statement from County's insurance carrier stating that the rate increase was caused by an activity of Operator at the Airport as permitted in the Permit, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

If Operator's activities shall cause such increase of any insurance rates by carriers of County's insurance and that increase results in an additional premium then Operator shall have the option of terminating Operator's obligations under this Permit, subject, however, to a minimum of thirty (30) days' written notice to County of Operator's intention to terminate this Permit. This notification shall be pursuant to Article 9 of the Permit.

5.3.2 Conditions of Operations. Operator is permitted to conduct skydiving operations subject to the following conditions:

(a) Operator shall comply with all laws concerning the Airport and Operator's use of the Airport. Operator shall obtain and maintain any and all permits and licenses which may be required in connection with the conduct of its operation.

(b) Operator shall adhere to any and all applicable FAA regulations, including but not limited to:

- (i) Federal Aviation Regulation Parts 61, 65, 91, 105, and 119, as amended.
- (ii) Advisory Circular 90-66A, 91-45C, and 105-2C, as amended.
- (iii) 49 Code of Federal Regulations Part 830

(c) Operator shall not use the Airport to commit any disorderly, obscene, indecent, or unlawful act, or commit any nuisance on the Airport.

(d) Operator shall cooperate with any reasonable request from County's Airport Manager regarding use of operations at the Airport.

(e) Skydiving shall be conducted only within the PLA, as identified in Exhibit A, and in accordance with Advisory Circular 105-2D. Operator must examine the condition of the PLA prior to conducting any skydiving operation to determine if it is safe. The County is not responsible to maintain the PLA for the purpose of landing skydivers. Operator may perform maintenance on the PLA with prior written approval by the County.

(f) Operator shall adhere to the FAA safety determination conditions dated December 3, 2009 and attached hereto as Exhibit B.

(g) Operator shall temporarily cease its use of the PLA to accommodate special activities permitted by the County at the Airport. County shall provide Operator notice of the special activity at least thirty days prior to the scheduled activity. County shall not schedule more than five single-day special activities in a twelve-month period.

(h) Operator shall not permit any employee, agent, client, or any other person to travel across the runway or taxiways without proper flag and radio equipment powered up and tuned to the current Unicom frequency as the FAA or Airport Manager shall designate in writing. Operator shall identify all vehicles used within the Aircraft Operations Area (AOA) with markings and flagging in accordance with FAA requirements. Vehicles to be operated on the Airport by Operator must be licensed and operated by a person with a valid driver license.

(i) Operator shall prepare and submit an event plan to the Airport Manager for controlling spectators and vehicles associated directly or indirectly with its operations.

(j) Operator shall make any non-emergency operational related notifications to the Airport.

(k) Operator shall complete and submit Exhibit C, a list of all aircraft and vehicles that it intends to use as part of the permitted operation, upon execution of the Permit.

6. Insurance.

6.1 Duty to Maintain Insurance. Operator shall obtain insurance acceptable to County in company or companies acceptable to County. The required documentation of insurance shall be furnished to County upon the execution of this Permit.

6.1.1 Aircraft Liability Insurance. Aircraft liability insurance, including coverage for commercial general liability and non-owned aircraft, covering personal injury and property damage for all activities of Operator arising out of or in connection with this Permit using an occurrence policy form, with policy limits of not less than \$1,000,000 per occurrence. Such policy shall be endorsed with the following specific language:

(a) "The County of Santa Clara is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Permit."

(b) "This insurance provided herein is primary coverage to the County of Santa Clara with respect to any policy of insurance or self-insurance programs maintained by the County."

(c) "The policy shall not be canceled or materially changed without first giving the County of Santa Clara thirty (30) days' notice by certified mail."

6.1.2 Workers' Compensation. Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' notice to the County of Santa Clara by certified mail."

6.1.3 Automobile Liability. Automobile Liability Insurance covering bodily injury and property damage in an amount not less than \$1,000,000, combined single limit for each occurrence. Said insurance shall include coverage for owned, hired and non-owned vehicles. All policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days' notice to the County of Santa Clara by certified mail."

6.2 Policy Obligations. Operator's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.3 Increase in Minimum Policy Limits. For insurance with no statutory limit policy limits shall be periodically increased at the request of the County.

6.4 Certificate of Insurance. Operator shall furnish County with copies of such policies promptly on receipt of them, or with certificates evidencing the insurance. Before commencement of the Permit, Operator shall furnish County with binders representing all insurance required by this Permit.

//

//

6.5 Failure to Maintain Insurance, Proof of Compliance. Operator shall deliver to County, in the manner required for notices, copies of certificates of all insurance policies required by this Permit, together with evidence satisfactory to County of payment required for procurement and maintenance of the policy, within the following time limits:

6.5.1 Execution of Permit. Proof of insurance required under this Permit shall be provided upon execution of Permit.

6.5.2 Renewals and Replacements. For any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

6.5.3 Failure to Procure and Maintain Insurance. Notwithstanding anything stated to the contrary herein, Operator fails or refuses to procure or maintain insurance as required by this Permit, or fails or refuses to furnish County with required proof that the insurance has been procured and is in force and paid for, County shall have the right, at the Director of Roads and Airports election and without notice, to immediately terminate this Permit. In the event the Director of Roads and Airports elects to terminate the Permit pursuant to this paragraph and Operator later obtains and provides evidence of the required insurance acceptable to County, this Permit may be reinstated at the sole discretion of the Director of Roads and Airports.

7. Indemnification. Operator will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by Operator, including, without limitation, its employees, agents, contractors, subcontractors and representatives, or any person engaging in the sport of skydiving, or by any person in, on or about the Airport, from any cause whatsoever during the Term of the Permit. Operator's obligation under this Indemnification section will survive the termination or expiration of this Permit with respect to any claims or liabilities arising out of an injury or death to person or damage to property that occurred during the Term of the Permit and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld.

8. Defaults and Remedies.

8.1 Operator's Default. The occurrence of any of the following shall constitute a default by Operator under this Permit:

(a) Operator's failure to pay when due any fee required to be paid under this Permit if the failure continues for three (3) days after written notice of the failure from County to Operator.

(b) Operator's failure to perform any other obligation under this Permit if the failure continues for fifteen (15) days after written notice of the failure from County to Operator.

(c) Operator's failure to perform any other obligation under this Permit if the failure continues for fifteen (15) days after written notice of the failure from County to Operator.

(d) Operator's failure to comply with Section 5 of this Permit.

8.2 County's Remedies on Operator's Default. On the occurrence of a default by Operator, County shall have the right to terminate this Permit. Once County has terminated this Permit Operator shall cease all operations at the Airport. County shall have the right to pursue any remedies now or later available to County at law or in equity. These remedies are not exclusive but cumulative.

8.3 Operator's Remedies on County's Default. Operator waives any right to terminate this Permit on County's default under this Permit. Operator's sole remedy on County's default is an action for damages or injunctive or declaratory relief.

9. Notices.

9.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Permit shall be in writing.

9.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes all follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

(d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

(e) When sent by email to the last email address known to the part giving notice, notice is effective on delivery.

9.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

9.3 Address. Addresses for purposes of giving notice are set forth below:

COUNTY: Carl Honaker
Director, County Airports
2500 Cunningham Avenue
San Jose, CA 95148
Phone: 408-918-7700
Fax: 408-929-8617
Email: carl.honaker@rda.sccgov.org

OPERATOR: _____

10. Miscellaneous Provisions.

10.1 Joint and Several Obligations. If Operator consists of more than one person, the obligation of all such persons is joint and several.

10.2 Captions. The captions of the various articles and sections of this Permit are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Permit or any part or parts of this Permit.

10.3 Exhibits, Addenda. All exhibits and addenda to which reference is made in this Permit are incorporated in the Permit by the respective references to them.

//

10.4 Merger. This Permit is intended both as the final expression of the Permit between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Permit. No modification of this Permit shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Permit has been or is relied on by either party. Each party has relied on his or her own examination of this Permit, the counsel of his own advisors, and the warranties, representations, and covenants in the Permit itself. This Permit shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Permit. The failure or refusal of either party to read the Permit or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

10.5 Applicable Law and Forum. This Permit shall be constructed and interpreted according to California law and any action to enforce the terms of this Permit or for breach thereof shall be brought and tried in the County of Santa Clara.

10.6 Compliance with Safety Determination. The County shall adhere to the FAA safety determination conditions dated December 3, 2009 and attached hereto as Exhibit B.

10.7 Time of Essence. Time is and shall be of the essence of this Permit and each and every provision contained in this Permit.

10.8 No Discrimination. Operator shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and service because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

10.9 No Third Party Beneficiaries. Nothing contained in this Permit shall be construed to create and the parties do not intend to create any rights in third parties.

10.10 Assignment. This Permit is non-transferable and shall not be assigned.

10.11 Non Exclusive Right. Nothing contained in this Permit creates and exclusive right to conduct skydiving at the Airport and the County may, at its sole discretion, enter into other Permits for skydiving operations at the Airport.

10.12 No Right in Real Property. This Permit shall not be construed as any interest in Airport property nor does it convey any right.

10.13 Construction of Permit; Severability. To the extent allowed by law, the terms, conditions, provisions and agreements in this Permit shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Operator agree that in the event any term, condition, provision or agreement in this

Permit is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, condition, provision or agreement shall in no way affect any other term, condition, provision or agreement in this Permit.

10.14 Relationship. The parties intent by this Permit to establish the relationship of County and Operator only, and do not create a partnership, joint venture, joint enterprise, or any business relationship other than that of County and Operator.

10.15 Standards of Consent. Unless a different standard is expressly set forth herein, any time County's consent is required or a determination is to be made by County, County may make such determination of grant or withhold such consent in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties to this Permit have duly executed this Permit on the date set forth above.

County: The County of Santa Clara, a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Deputy County Counsel

Operator: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

**SOUTH COUNTY AIRPORT
PARACHUTE LANDING AREA**

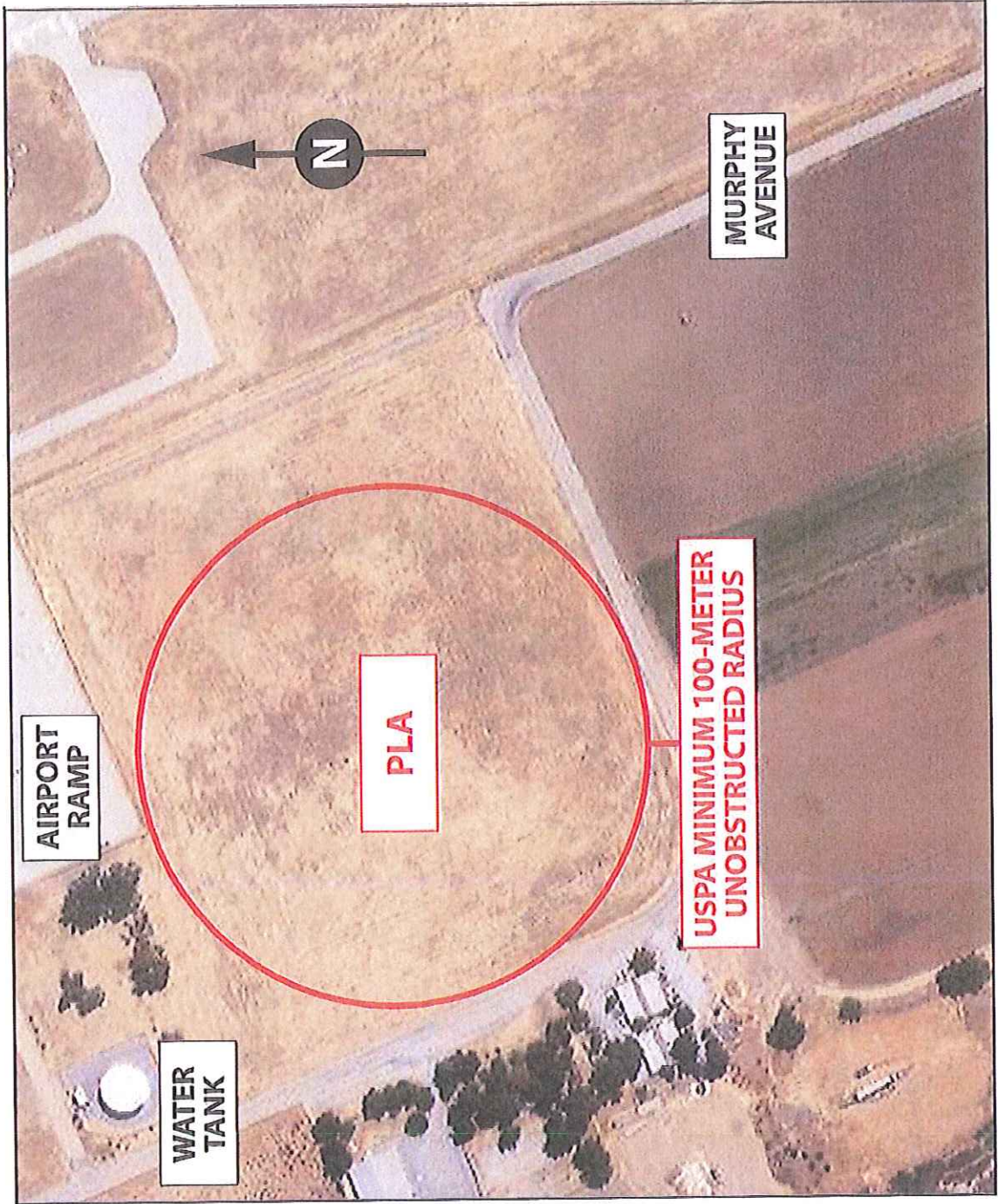


EXHIBIT B



Federal Aviation Administration

Memorandum

Date: December 9, 2009
To: Tony Garcia, Compliance Program Manager, AWP-620.1
From: John R. Howard, Manager, San Jose FSDO
Prepared by: Terje Kristiansen, FLM -- GA Unit X 126
Subject: Safety Determination of South County Airport of Santa Clara County,
California

On December 3, 2009, personnel from the San Jose FSDO accomplished a safety review of the proposed parachute drop zone at the South County Airport of Santa Clara County. Operations Inspectors Matthew Hill and Paul King conducted the evaluation with Jeff Bodine, representing Garlic City Skydiving and W. Carl Honaker, Director (Santa Clara) County Airports also attending on site. Mr. Racior Cavole from the San Francisco Airport District Office was invited but was unable to attend.

Based upon the results of the December 3, 2009, safety review it has been determined that the proposed drop zone on the South County Airport of Santa Clara County could be supported from a safety standpoint if the nine (9) conditions stipulated (attached) were agreed to by Mr. Garcia, Mr. Bodine, and Mr. Honaker.

Original Signed by
John R. Howard

Attachment: Required conditions that must be agreed to by Mr. Tony Garcia, Mr. Jeff Bodine, and Mr. W. Carl Honaker

The required conditions relating to safety at the South County Airport of Santa Clara County during parachute jump activities are (the specified conditions do not limit the use of the drop zone based upon the runway in use at the time of the parachute operations):

1. All jumps must be conducted in full compliance with 14 CFR Part 105.
2. A NOTAM must be established and published through the appropriate aeronautical entity to advise all airport users of the parachute jump activities.
3. Radio contact between the jump aircraft and NORCAL or Oakland ARTCC must be established and maintained throughout the jump activity.
4. The jump aircraft pilot will communicate with NORCAL or Oakland ARTCC and visually scan the area to ensure aircraft are not entering or maneuvering within the traffic pattern prior to authorizing jumpers to depart the aircraft.
5. Radio transmissions will be conducted by the jump aircraft on the South County Airport of Santa Clara County advisory frequency 122.70 (CTAF/UNICOM) to alert anyone in the area that jump activities are in progress.
6. Jumpers will be briefed to maintain directional control at all times and remain clear of the runway and stay within the designated drop zone area.
7. Airport management will ensure the Airport Facility Directory and San Francisco Sectional charts are updated to indicate (by parachute symbol depiction) that a designated Parachute Drop Zone has been established at the South County Airport of Santa Clara County.
8. Airport management will ensure the advisory information is updated to advise all who utilize South County Airport of Santa Clara County that a Parachute Drop Zone has been established and its location on the airport.
9. Airport management will advise all aircraft operators based at South County Airport of Santa Clara County of the establishment and location of a Parachute Drop Zone at the airport.

Note: In the interest of aviation safety the San Jose FSDO further recommends strongly that Garlic City Skydiving officials notify all flight schools, flying clubs, and FBO's within a 30 NM radius of South County Airport of Santa Clara County at least 14 days prior to the official establishment of the drop zone and the imminent skydiving activities. This advance notice will allow operators to train and brief inexperienced pilots how to behave near drop zones with respect to arrivals, touch and go, and departure procedures.

EXHIBIT C

**Exhibit C: Vehicle Identification
Aircraft:**

Tail Number Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

Tail Number Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

Tail Number Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

Automobiles and other vehicles:

License/ST Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

License/ST Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

License/ST Manufacture Model Color Year

Registered Owners Name Address

City ST Zip Phone Email

83. Adoption of Ordinance No. NS-1015.50 amending Section B12-33 of the Santa Clara County Ordinance Code adding Scheller Avenue to the list of streets with a 35 miles per hour speed zone limit. (ID# 69279)

- Action to Introduce and Preliminarily adopt on November 26, 2013; Roll Call Vote to waive reading, Roll Call Vote to adopt.
- Action for Final Adoption on December 10, 2013; Roll Call Vote to adopt.

83 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 12/10/2013 9:00 AM
MOVER: Mike Wasserman, Vice President
SECONDER: S. Joseph Simitian, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

84. Adopt Resolution requesting radar speed enforcement by the California Highway Patrol on Black Road. (Roll Call Vote) Resolution # BOS-2013-190 (ID# 69405)

Said Resolution, by reference hereto, is made a part of these minutes.

84 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: S. Joseph Simitian, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

85. Adopt Resolution requesting radar speed enforcement by the California Highway Patrol on Scheller Avenue. (Roll Call Vote) Resolution # BOS-2013-191 (ID# 69406)

Said Resolution, by reference hereto, is made a part of these minutes.

85 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: S. Joseph Simitian, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

86. Approve Airport Commercial Operating Permit template for Skydiving Operations at South County Airport (ID# 69600)

86 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: S. Joseph Simitian, Supervisor
AYES: Wasserman, Chavez, Cortese, Yeager, Simitian

87. Consider recommendations relating to Second Amendment to Professional Service Agreement (PSA) with HT Harvey and Associates to provide professional environmental mitigation services on a task-order basis. (ID# 69382)

Possible action:

- a. Approve Second Amendment to PSA with HT Harvey and Associates, relating to providing professional environmental mitigation monitoring and reporting services

Exhibit D

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

70 West Hedding Street
East Wing, 9th Floor
San Jose, California 95110-1770
(408) 299-5900
(408) 292-7240 (FAX)



Orry P. Korb
COUNTY COUNSEL

Winifred Botha
Danny Y. Chou
Robert M. Coelho
Steve Mitra
ASSISTANT COUNTY COUNSEL

April 18, 2014

Mr. Kevin C. Willis
Manager of Airport Compliance
Federal Aviation Administration
U.S. Department of Transportation
800 Independence Ave., SW
Washington, DC 20591
E-mail: kevin.willis@faa.gov

Re: Santa Clara County's Response to March 12, 2014, FAA Letter Regarding Compliance with FAA's December 19, 2011 Director's Determination, as affirmed by the Agency's August 12, 2013 final Agency Decision; FAA Docket No. 16-11-06

Dear Mr. Willis:

The County of Santa Clara ("County") is committed to resolving the remaining question regarding its compliance with the Grant Assurances and the Federal Aviation Administration's ("FAA") August 12, 2013, decision ("Decision") in *Jeff Bodin and Garlic City Skydiving v. Santa Clara County*, FAA Docket 16-11-06. The County is in receipt of the FAA's March 12, 2014 letter, in which the FAA requested the County "to provide the FAA with documentation or other evidence or support showing that the new insurance requirement is reasonable and not unjustly discriminatory." This letter is sent by way of response to the FAA's request.

Together, this letter and its attachments demonstrate that the skydiving insurance at issue is obtainable for Garlic City Skydiving¹, the proposed limits are justified, and the price is

¹ The County's insurance requirement is based on the assumption that the permittee, Garlic City Skydiving, operates the aircraft, will obtain the insurance, and is the named insured. It has come to the County's attention that Garlic City Skydiving will subcontract the aircraft operations to Desert Sand (or another entity). The County has previously acknowledged that this set up is acceptable, but it changes who the named insured on the policy needs to be and who procures the policy. Instead of Garlic City Skydiving being the named insured, it would be Desert Sand, with Garlic City Skydiving and the County both named additional insureds. The County would amend the Airport Commercial Operating Permit so Desert Sand could assume being the insured. The County's has previously proposed a new section 10.16 of the Airport Commercial Operation Permit to address an operational structure where some of the skydiving operations are contracted out. For purposes of this letter, the County will refer to Garlic City as the entity that will apply for and obtain the insurance. However, the County recognizes that this may ultimately be a subcontractor of Garlic City Skydiving who will pass on the insurance costs back to Garlic City. (Attachment

reasonable. Although the County views itself as compliant with the Decision, the County desires to fully address the FAA's remaining concerns and seeks to obtain the FAA's final concurrence on this matter. Finally, the County shares the FAA's interest in ensuring resolution of this issue and this letter proposes a timeframe to ensure that this issue can be resolved swiftly.

Insurance Requirements for Commercial Skydiving Operations

The County proposes to require that all commercial skydiving operations obtain the insurance coverage set forth in the Airport Commercial Operating Permit ("Permit"). (Attachment A: Permit Approved by the Board of Supervisors, November 26, 2013). The County's insurance requirements were further outlined to the FAA in an e-mail to Brian Armstrong dated February 20, 2014. (Attachment B: Email to Brian Armstrong from Elizabeth Pianca, February 20, 2014). As the coverage applies to the specific activity of skydiving, the County requires commercial skydiving operators to provide \$1 million in liability insurance for the skydiving operations. The coverage limit is consistent with limits for other County permitted activities and is less than the \$3 million airport liability insurance policy the County requires of fixed-base operators, flight schools and flying clubs operating at a County airport. (Attachment C: County Insurance Exhibit B-8.)

The County's insurance requirements are based on a risk management analysis using industry accepted risk assessment methodology. Since skydiving is recognized as a hazardous recreational activity under California law, the County concluded that a skydiving accident could expose the County to several million dollars in liability. The County has previously incurred liabilities arising from activities not classified as hazardous recreational activities in the multi-millions of dollars. The County also took into consideration available information on claims arising from skydiving accidents. Given that skydiving is a recognized hazardous recreational activity and the skydiving will occur at South County Airport—an airport located adjacent to U.S. Highway 101—the County determined that the \$1 million in liability insurance was reasonable and obtainable. To date, the County has identified two brokers who offer the required insurance coverage and has previously shared this information with the FAA and Garlic City Skydiving. (Attachment D: Letter to Scott Gault from Lance Sposito, January 10, 2014; Attachment E: Email to Lance Sposito from Scott Gault, January 28, 2014; Attachment F: Email to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014; Attachment G: Email to Brian Armstrong from Elizabeth Pianca, February 18, 2014.)

B: Email to Brian Armstrong from Elizabeth Pianca, February 20, 2014; Attachment H: Email to Rick Durden from Elizabeth Pianca, January 22, 2014.)

Determining Compliance with the Decision

As a starting point, the standards by which the County's compliance with the Decision and FAA's Grant Assurances should be taken into consideration, because they provide a framework for how insurance requirements should be analyzed under FAA guidance and precedent. FAA has always acknowledged that airport sponsors can require aeronautical users of an airport to provide reasonable insurance coverage to protect both the sponsor's interest and the general public.² This is standard across the economy and as part of the FAA's and Department of Transportation's own efforts to ensure the financial responsibility of commercial operations through *minimum* insurance requirements.³

The County understands that airport sponsors cannot use unreasonable insurance requirements as a tool to unjustly keep aeronautical users off an airport or to enforce exclusive rights. FAA has applied general principles and a case-by-case assessment of specific facts to determine whether insurance requirements were reasonable. The main principles it has applied are:

- 1) Insurance must be "obtainable."⁴
- 2) The limits must be reasonable and proportionate.⁵
- 3) The cost of the insurance must be within reasonable bounds.⁶

As the County demonstrates below, the County complies with each of these requirements.

(1) The Insurance is Obtainable

All available information indicates that Garlic City can acquire the liability insurance types and limits required by the Permit. The County has already provided the FAA with information that two insurance brokers, Evolution Insurance Brokers and Aviation Marin Insurance Services are prepared to offer the coverage required by the Permit. (Attachment B: Email to Brian Armstrong from Elizabeth Pianca, February 20, 2014; Attachment D: Letter to Scott Gault from Lance Sposito, January 10, 2014; Attachment E: Email to Lance Sposito from

² E.g., *Flamingo Express v. City of Cincinnati*, FAA Docket 16-06-04, Director's Determination at 19 (Feb. 2007), *aff'd Flamingo Express, Inc. v. FAA*, 536 F.3d 561, 567 (6th Cir. 2008); *Brown Transport Co. v. City of Holland*, FAA Docket 16-05-09, Director's Determination at 13-14 (Mar. 1, 2006).

³ Compare 14 C.F.R. Part 205 (FAA insurance requirements for air carriers, air taxis and commuter services); 40 C.F.R. Part 387 (federal minimum insurance requirements for motor carriers in interstate commerce). All of these insurance minimums greatly exceed the \$50,000 per occurrence of liability insurance provided by the United States Parachute Association.

⁴ E.g., *Flamingo Express v. City of Cincinnati*, FAA Docket 16-06-04, Director's Determination at 22 (Feb. 2007).

⁵ *Id.* at 22.

⁶ *Id.* at 22 (insurance cannot be "so high as to be cost-prohibitive for the type of operation Complainant intends to conduct"). The FAA applies an apparently new standard and incorrect standard in the March 12 letter—whether insurance is "reasonably attainable *in a competitive insurance marketplace*." Neither the Grant Assurances nor Part 16 case law support FAA's enhanced standard.

Letter to Mr. Kevin C. Willis
Date: April 18, 2014
Page 4

Scott Gault, January 28, 2014; Attachment F: Email to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014; Attachment I: Email to Lance Sposito from Parker Lindsay, April 13, 2014.) For reasons that are unclear, the March 12 letter referred to only one of the brokers. Attachments I and J reflects up-to-date information demonstrating the availability of this coverage from one of the brokers, Evolution Insurance Brokers. (Attachment I: Email to Lance Sposito from Parker Lindsay, April 13, 2014; Attachment J: Email to Lance Sposito from Rick Lindsay, April 17, 2014.)

Evolution Insurance Brokers has written at least 18 additional policies of this nature over twenty years. (Attachment I: Email to Lance Sposito from Parker Lindsay, April 13, 2014.) While the FAA's March 12 letter noted uncertainty about the ability of the broker to have a policy underwritten, it provided no basis for such uncertainty, especially in light of the multiple policies already written over many years. The best test, and the one that Garlic City has not apparently undertaken, is to actually apply for coverage and see if it is underwritten.⁷ Until Garlic City provides evidence that it has applied for coverage, and because there is evidence that brokers can secure and skydiving operations actually have coverage, neither Garlic City nor FAA can reasonably assume that the skydiving liability insurance is unavailable.

Since its original discussions with the FAA, the County has learned that insurance coverage is available from Essex Insurance Company, and is required by the Rhode Island Airport Corporation ("RIAC") for skydiving operations at Rhode Island's airports. (Attachment K: RIAC Skydiving Leases.) Additionally, since 2009, the City of Marina, California, has required \$1 million of skydiving commercial liability insurance as a requirement for its commercial skydiving providers at Marina Municipal Airport. (Attachment L: Conditional Airport Use Permit with Skydive Monterey; insurance certificates pp. 41-45.) And, the Bureau of Land Management ("BLM"), United States Department of Interior, mandates that commercial aviation-assisted activity, which presumably includes skydiving, obtain a special recreation permit and insurance coverage.⁸ (Attachment M: Special Recreation Permit Information Booklet, August 2007, pp. 7-8; Appendix 2, pp. 1-2.) The BLM Hollister Regional Office in California has indicated to the County that skydiving operators have complied with the BLM's insurance requirements.

(2) The County's Insurance Requirement Is Reasonable and Appropriate

No party can dispute that the County as an Airport Sponsor is authorized to require insurance coverage from commercial airport users. The sole remaining question is whether the

⁷ This case differs fundamentally from the circumstances in *Skydive Sacramento v. City of Lincoln*, FAA Docket 16-09-09, Director's Determination (May 4, 2011), where the only evidence in the docket showed either a lack of availability of coverage or complete uncertainty about the ability to secure coverage.

⁸ The BLM requires insurance coverage in an amount determined by the BLM to be sufficient to protect the United States from the recreational activity. See 43 C.F.R. § 2932.43. The County understands that the BLM requires a minimum of \$1 million in commercial liability insurance covering skydiving before it issues a special recreational permit to a commercial skydiving operation.

County's requirement for commercial skydiving operators to provide \$1 million in third-party liability insurance for the skydiving operation is reasonable. This level of coverage is the same or below what other aeronautical operations at the Airport provide and commensurate with the potential for liability associated with the activity. By comparison, the \$50,000 policy offered by the United States Parachute Association ("USPA") is simply inadequate, because of the potential for third-party liability arising from skydiving accidents.

It is well recognized that airports have the ability to require aeronautical users to provide reasonable insurance to protect both airport sponsors, customers and the general public.⁹ Like other aeronautical activities, skydiving carries real risks of substantial harm to participants and third parties.

History shows that there is real potential for skydiving accidents to lead to catastrophic loss of life, injuries and damage. For example, the National Transportation Safety Board ("NTSB") reports a number of accidents where collisions between skydivers and aircraft caused death and serious property damage.¹⁰ (Attachment N: Summary of Skydiving Accident Examples.) An accident with a single skydiver can involve significant third party injury and damage, including:¹¹

- A March 2014 accident at the South Lakeland Airport in Florida, where a parachute became entangled with the wing of a Cessna 170 landing at the airport. The parachutist received serious injuries and there was unspecified damage to the aircraft.
- An accident in 1993, in which a Piper PA-28-161 aircraft collided with a skydiver in flight in Massachusetts, causing the destruction of the aircraft, the deaths of the pilot and three passengers and serious injuries to the skydiver.
- A 2002 accident at the North Central State Airport in Rhode Island in which a parachutist had missed her proper touchdown point and was pulled into a Cessna 208B's propeller, causing serious injuries to the skydiver and unspecified damage to the aircraft.
- Also in 1993, a Christen Eagle II collided with a parachutist during the opening act of an airshow over the Lebanon Airport in Lebanon, New Hampshire. The pilot and parachutist were fatally injured and the aircraft was destroyed.

Any of these incidents could involve more than \$1 million in potential liability to some of the participants to the accident. They certainly would have quickly exceeded the \$50,000 per

⁹ E.g., *Flamingo Express v. City of Cincinnati*, FAA Docket 16-06-04, Director's Determination at 19 (Feb. 2007); *Brown Transport Co. v. City of Holland*, FAA Docket 16-05-09, Director's Determination at 13-14 (Mar. 1, 2006).

¹⁰ NTSB does not collect data on all skydiving accidents, only those where there was an aircraft accident as well.

¹¹ This does not, of course, mean that skydivers or skydiving will necessarily or always be at fault. Accidents with skydivers can occur where the fault lies elsewhere. Even with safety measures and protocols, however, accidents happen and lawsuits occur.

Letter to Mr. Kevin C. Willis

Date: April 18, 2014

Page 6

occurrence of coverage provided by the United States Parachute Association to its members (to the extent the skydivers or skydiving operation were fully or partially at fault). Skydiving accidents could also injure or kill persons on the ground, including vehicles on Highway 101.

Unfortunately, there are no comprehensive collections of FAA or NTSB government records of skydiving accidents (other than those involving an aircraft accident) and the damage to third parties. Regardless, the critical point for the reasonableness of insurance limits is that catastrophic accidents occur that are similar in size and scope to accidents covered by other aeronautical liability policies with \$1-3 million in per-occurrence limits. One million dollars of coverage is not disproportionate to the risks associated with skydiving operations.¹²

The level of insurance is also commensurate with other aeronautical uses at the Airport. The Airport's aeronautical tenants provide between \$1-3 million in liability coverage for their aeronautical activities with similar exposures in terms of potential catastrophic accidents. (Attachment C: County Insurance Exhibit B-8; Attachment F-2: Email to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014.) The Permit sets the skydiving liability requirements at the low end of the range for users at the Airport. Similarly, the level of insurance is commensurate with the range of insurance required in minimum standards across the United States for aircraft chartering and similar exposures. (Attachment O: ACRP Legal Research Digest 11: Survey of Minimum Standards: Commercial Aeronautical Activities at Airports at pp. 45-55 (Feb. 2011).)

Further, despite claims that have been made by Garlic City and others, California law does not shield the County from much possible liability arising from skydiving operations. California Government Code Section 831.7 provides that public entities are not liable to persons who participate in a "hazardous recreational activity" or "any spectator who knew or reasonably should have known that a hazardous recreational activity created a substantial risk or injury." However, this does not cover the full range of pilots or passengers of other aircraft, bystanders on the ground, automobile drivers or passengers or others that can be injured or damaged in skydiving-related accidents and bring suit against airports.¹³

And, unlike airports in most other states, in general California's sovereign immunity law does not cap damage for torts involving public agencies.¹⁴ The County could face liability for well more than \$1 million for an accident relating to skydiving that could involve multiple fatalities and/or destroyed aircraft, automobiles, or structures on the ground. Thus, it is inaccurate – as stated in the March 12 letter – that the County now seeks to avoid "100 percent of

¹² Compare *Flamingo Express*, Director's Determination at 22 (a \$20 million limit was disproportionate to a 9-seat commuter aircraft operations).

¹³ It is important to note that the County, in light of this provision and questions from Garlic City, expressed its willingness to withdraw the requirement to provide skydiving liability insurance for client skydivers themselves. (Attachment P: Email to Rick Durden from Elizabeth Pianca, November 15, 2013.)

¹⁴ The 1975 Medical Injury Compensation Reform Act (MICRA) in California caps damages on pain and suffering for medical malpractice victims at \$250,000.

the risks of [Mr. Bodin's] skydiving operation."¹⁵ Like any responsible airport sponsor, the County seeks to manage risk, but cannot completely avoid it.¹⁶

When accidents occur, plaintiffs will generally seek recovery from the full range of aeronautical parties, from the airport to the aircraft operators and pilots. To the extent that Garlic City or its proposed subcontractor, Desert Sand, are responsible for any future accidents, the County should have the assurance that insurance resources are available to address all or much of that liability. Insurance is especially important in the proposed business model that Garlic City proposes, where it would be a nearly zero-asset operation with the aircraft being owned by Desert Sand or other entities. In the event of significant liability, Garlic City could and likely would go bankrupt quickly, leaving other entities exposed if there were any negligence or other source of liability.

The fact that some airports appear to be content to rely on the USPA minimal liability coverage also does not demonstrate that the County's requirements are unreasonable. As noted before, at least RIAC, the City of Marina and the BLM require coverage; and the insurance broker at Evolution Insurance has underwritten at least 18 policies. In the *Holland* case, FAA acknowledged that required coverage does not have to be "very common."¹⁷ In that case, the FAA also noted the importance of whether the Complainant actually obtained the insurance in the required amount.¹⁸ Further, before drawing conclusions based on the number of policies currently known, the FAA must consider the relative paucity of commercial skydiving operations at airports, let alone the smaller number with on-airport designated drop zones. In a recent Airports Cooperative Research Project ("ACRP") survey regarding minimum standards, only about six percent of the airports responding had commercial skydiving operations at their airports. (Attachment O: ACRP Legal Research Digest 11: Survey of Minimum Standards: Commercial Aeronautical Activities at Airports at pg. 16 (Feb. 2011).) Many or most of these airports exist in states that cap potential liability for torts. Thus, there is a much smaller universe of skydiving operations and for insurance covering such operations.

Finally, the fact that USPA provides a modest amount of coverage to members does not provide evidence regarding the reasonableness of the County's requirement. USPA's insurance does not create a ceiling on reasonable insurance limits or an industry standard regarding the appropriate level. USPA's coverage has no relationship to the County's liability exposure, the risks posed by the specific Garlic City operation, or to the existence (or non-existence) of liability caps in states around the country. It is exactly the sort of one-size-fits-all coverage that

¹⁵ See March 12 letter at 3. *Compare Brown Transportation v. City of Holland*, FAA Docket 16-5-09, Director's Determination at 14 ("It is also reasonable for the City to require an insurance level that would be sufficient to cover the type of environmental damage that could result from an operation such as the once conducted by Complainant...").

¹⁶ If the County did not take reasonable steps to seek appropriate insurance, it could arguably be out of compliance with its self-sustaining airport obligations (Grant Assurance 24) or unjust discrimination (Grant Assurance 22) to the extent that it could be shifting liability risks associated with skydiving operations to other aeronautical users.

¹⁷ *Brown Transportation v. City of Holland*, FAA Docket 16-5-09, Director's Determination at 14.

¹⁸ *Id.*

FAA has warned against. Further, the USPA insurance depends on whether the jumpers or jump instructors are USPA members. The County cannot require that all jumpers of Garlic City's operations be members of USPA or provide special benefits for USPA. Thus, the USPA coverage does not show whether the County's requirement is reasonable or unreasonable.

(3) The County's Insurance Requirement Lies Within Reasonable Bounds

The evidence available to date shows that insurance to meet the County's requirement is obtainable, affordable, and reasonable. The FAA's March 12 letter provides a number of speculative points about the cost of insurance per jumper that is at odds with the evidence available.¹⁹ It is unclear how FAA derived its assumptions regarding the per jumper costs and provides no information to put the reasonability of such costs into perspective.

As shown in Attachment I: Email to Lance Sposito from Parker Lindsay, April 13, 2014 and Attachment J: Email to Lance Sposito from Rick Lindsay, April 17, 2014, Garlic City could obtain the County's required liability coverage (for both skydiving customers and third parties) for between \$18,000-\$20,000 per year based on underwriting. A similar policy which excludes skydiving customers would be approximately \$7,500 per year.

This is not cost prohibitive based on Garlic City's own admissions about its operations. For example, on March 13, 2014, Garlic City presented a claim to the County that the delay in starting operations over the last five years has cost it "over a million dollars in lost profit." (Attachment Q: March 13, 2014 Claim Filed Against the County by Jeff Bodin (received March 17, 2014), at pg. 9.) This translates into an estimated, claimed profit of \$200,000 per year under its business model and assumed market. In this context, a \$20,000 or \$7,500 premium to protect the County, skydivers, and the general public is not "cost prohibitive." Under Garlic City's own admission, made with the knowledge that false claims are a crime under California law, it can easily cover the premium and still make a substantial profit. (Attachment Q: March 13, 2014 Claim Filed Against the County by Jeff Bodin (received March 17, 2014), at pg. 1.)²⁰

Similarly, the incomplete financial information provided to the County by Mr. Bodin and Garlic City indicates that the insurance expense is modest in the context of the overall operation. Garlic City projected spending \$150,000 per year on fuel alone, more than seven times the cost of the coverage at issue. (Attachment R: Garlic City Skydiving Business Proposal.)

¹⁹ See March 12 Letter at 3.

²⁰ The County does not admit that Garlic City has incurred any such losses. Garlic City and Mr. Bodin cannot simultaneously claim that they have missed a million dollars of profits and that they cannot afford insurance premiums. Mr. Bodin's and Garlic City's representatives, in filing their claim, affirmatively recognized that "[a]ny person who, with the intent to defraud, presents any false or fraudulent claim may be punished either by imprisonment or fine, or both." (Attachment Q: March 13, 2014 Claim Filed Against the County by Jeff Bodin (received March 17, 2014), at pg. 1.)

Further, a variety of other aeronautical users at South County Airport have been able to secure the same or higher limits of liability for third parties. Skydiving operations at RIAC, Marina City, BLM sites, and elsewhere have also been able to afford comparable insurance limits. Garlic City has not shown why it cannot do so, as well.

In addition, to the insurance from Evolution Insurance Brokers, the County has also identified Aviation Marin Services Inc. as another option and has presented this information to the FAA and Garlic City. (Attachment D: Letter to Scott Gault from Lance Sposito, January 10, 2014; Attachment E: Email to Lance Sposito from Scott Gault, January 28, 2014; Attachment F: Email to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014.) Although this insurance does not provide coverage to the skydiving customer, it does provide coverage for third-party liability at the limits required by the County and is acceptable to the County.

While Garlic City has identified cheaper insurance options with vastly less coverage, including the USPA membership coverage, the fact that less complete coverage is available for less money does not show that the Permit insurance requirements are cost prohibitive.²¹ Further, the USPA insurance is dependent on membership of the jumpers in the USPA. The County is very concerned that it cannot legally require jumpers to be members of an organization to secure insurance. Such a requirement would raise its own issues about exclusive rights and unjust discrimination compliance.

To the County's knowledge, Garlic City has not even applied for an insurance quotation or supplied any of the evidence needed to determine that such insurance would be cost prohibitive. This makes it impossible to find the County out of compliance with its federal obligations.

Next Steps

The County has made clear that it has been and intends to continue moving forward with compliance with the Decision and permitting of the Garlic City skydiving operation and it moved quickly to implement this direction. None of the parties involved, FAA, Mr. Bodin, Garlic City nor the County benefit from the current impasse and the County is committed to resolving it quickly. To that end, the County proposes the following plan to address the outstanding questions and establish a fast track to Garlic City's permitting:

- 1) FAA Determination. The County requests the FAA make a final determination on whether the County's insurance requirement for skydiving is (1) reasonable or (2) unreasonable. As further discussed below, the County requests that this determination be made on or before May 16, 2014, so that the Board of Supervisors has sufficient time to take action on any necessary amendments to the Permit before its July recess. The

²¹ See *Brown Transportation v. City of Holland*, FAA Docket 16-5-09, Director's Determination at 14 (required insurance must not be "cost prohibitive").


County is available to meet with the FAA as soon as possible in person to address the issues in its March 12 letter and this letter, as well as to determine a plan for resolving this issue. The County is prepared to come to Washington, D.C., or meet in California.

- 2) Approval by Board of Supervisors. As discussed previously, the County needs to make minor changes to the Permit to accommodate Garlic City's proposed subcontractor arrangement. Additionally, depending on the FAA's determination, the County may need to modify Section 6.1.1 of the Permit to reflect this determination. The Board of Supervisors must approve any amendment to the Permit. The Board is on recess during the month of July; therefore, if the FAA makes a final determination on or before May 16, 2014, the Board can consider the Permit amendments at its meeting on June 10 or June 24. However, if a decision is not made on or before May 16, 2014, then the earliest the Board could consider amendments to the Permit is August 5, 2014.
- 3) Execution of Permit. Upon approval of the amended Permit by the Board of Supervisors, County staff will move immediately to execute and implement the Permit with Garlic City Skydiving or any other commercial skydiving operation.²²

We look forward to coordinating with you as soon as possible regarding resolution of this matter. The County is committed to compliance with the Decision, but is also vitally interested in protecting the fiscal health of the County and the Airport and other aeronautical users who sustain the Airport's finances.

Please contact me if you have any questions and to identify the timing of next steps.

Very truly yours,
ORRY P. KORB
County Counsel


ELIZABETH G. PIANCA
Deputy County Counsel

c: Sylvia Gallegos, Deputy County Executive
Carl Honaker, Director, County Airports
Orry P. Korb, County Counsel
Michael J. Murdter, Director, Roads and Airports Department
John Putnam, Kaplan Kirsch & Rockwell LLP
Lance Sposito, Insurance Program Manager, Employee Services Agency

²² If Garlic City is in fact conclusively unable to acquire the insurance required in the Permit, the County will revise the insurance requirement in the Permit accordingly, as it has stated in previous correspondence.

List of Attachments

- A – Permit Approved by the Board of Supervisors, November 26, 2013
- B – Email to Brian Armstrong from Elizabeth Pianca, February 20, 2014
- C – County Insurance Exhibit B-8
- D – Letter to Scott Gault from Lance Sposito, January 10, 2014
- E – Email to Lance Sposito from Scott Gault, January 28, 2014
- F – E-mails to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014
- G – Email to Brian Armstrong from Elizabeth Pianca, February 18, 2014
- H – Email to Rick Durden from Elizabeth G. Pianca, January 22, 2014
- I – Email to Lance Sposito from Parker Lindsay, April 13, 2014
- J – Email to Lance Sposito from Rick Lindsay, April 17, 2014
- K – RIAC Skydiving Leases
- L – Conditional Airport Use Permit with Skydive Monterey
- M – Special Recreational Permit Information Booklet, August 2007
- N – Summary of Skydiving Accident Examples
- O – ACRP Legal Research Digest 11: Survey of Minimum Standards
- P – Email to Rick Durden from Elizabeth Pianca, November 15, 2013
- Q – March 13, 2014 Claim Filed Against the County by Jeff Bodin (received March 17, 2014)
- R – Garlic City Skydiving Business Proposal



U.S. Department
of Transportation
Federal Aviation
Administration

Airport Compliance and Management Analysis

800 Independence Ave., SW.
Washington, DC 20591

August 21, 2014

Mr. Orry P. Korb, County Counsel
Ms. Elizabeth G. Pianca, Deputy County Counsel
Office of the County Counsel
County of Santa Clara
70 West Hedding Street
East Wing, 9th Floor
San Jose, CA 95110-1770

Dear Mr. Korb and Ms. Pianca:

Thank you for your letter of April 18 providing the Federal Aviation Administration (FAA) with documentation supporting the County's proposed insurance requirement for parachuting operations with a drop zone at South County Airport.

Santa Clara County plans to require any commercial skydiving operator seeking to operate at South County Airport to obtain \$1 million in third-party liability insurance for commercial skydiving operations, with the County as an additional named insured. You state that, at South County Airport, this level of coverage is consistent with limits for other County-permitted activities. You also state that this coverage is less than the coverage the County requires of fixed base operators, flight schools, and flying clubs operating at the airport, which is \$3 million with the County as an additional insured. You state that the County's insurance requirements are based on a risk management analysis using industry accepted risk assessment methodology. You state your belief that therefore this \$1 million requirement is obtainable for commercial operators, the proposed limits are justified, and the proposed coverage is reasonable.

Your letter also provides information and evidence of several other locations around the country that have similar insurance coverage requirements for skydiving operations. You state that the Rhode Island Airport Corporation (RIAC) requires \$1 million in third-party liability insurance for skydiving activities on the five airports that it manages for the state of Rhode Island. Four of these five airports are general aviation airports. Additionally, you identify the City of Marina, California as requiring \$1 million of third-party liability coverage for commercial skydiving activities on the Marina Municipal Airport, and you have identified the insurance company providing coverage to the skydiving operator at that airport.

You also provided information that the Bureau of Land Management (BLM), United States Department of the Interior, requires \$1 million in third-party liability insurance for operators seeking to conduct aviation assisted activities (which BLM deems "high risk") on BLM-owned land. We have confirmed that "aviation assisted activities" include skydiving, and that BLM

requires this level of insurance coverage for these activities. Furthermore, we understand that BLM and RIAC have required \$1 million in third-party liability coverage for a number of years; BLM for 10 years and RIAC for the past 15 years.

In addition, although the availability of \$1 million in third-party liability coverage for skydiving has been disputed, you have identified three potential sources, and your letter also states that if it is shown that Garlic City Skydiving is unable to acquire this level of insurance coverage, the County is willing to revise this insurance requirement accordingly. The FAA presumes this statement would also apply to any other skydiving operator seeking to operate on South County Airport.

Based on the information the County has provided, the requirement for \$1 million in third-party liability insurance for skydiving operations at the South County Airport does not appear unreasonable in this case.

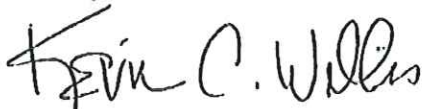
Please develop and present this office with a formal corrective action plan that states how the County will accommodate applications from commercial skydiving operators. Your corrective action plan should identify all approvals that will be necessary for skydiving operators seeking access to the airport and include an explanation as to how you will inform the public that the airport is available for parachute operations.

The December 19, 2011 Director's Determination requires the following corrective actions:

- 1) permit the establishment of an on-airport parachute drop zone;
- 2) negotiate in good faith with those entities desiring to provide parachute-related commercial aeronautical services;
- 3) adopt the stipulations required by the FAA to conduct parachute operations at the Airport safely; and
- 4) provide any required "pen and ink" changes to the Airport's ALP.

Once the FAA receives evidence that these four corrective actions have been completed satisfactorily, the County will be eligible for future AIP discretionary grants under 49 U.S.C., § 47115 and general aviation airport grants under 49 U.S.C., § 47114(d). Please note that this letter provides only the present view of this office based on the information provided and does not bind or constrain the FAA's enforcement discretion or preclude any changes in our view. This letter does not represent final Agency action or an order within the meaning of 49 U.S.C., § 46110.

Sincerely,



Kevin C. Willis, Manager
Airport Compliance Division

Exhibit E



October 25, 2014

Ken Betts
County of Santa Clara
Roads & Airports Dept.
2500 Cunningham Ave.
San Jose, CA 95148

Re: Skydiving – South County Airport

Dear Ken:

Thank you for meeting with us this week. We are excited about the possibility of running our skydiving operation at the South County Airport. Please consider this our letter of intent.

If you require anything further at this time, please let us know. Otherwise, we will wait to hear from you once all permits are in place.

Thanks again.

Sincerely,

Bill Bush
Steve Lamb

Murdter, Michael

From: Peterson, Eric
Sent: Thursday, January 22, 2015 3:28 PM
To: Murdter, Michael
Subject: FW: E16 Chart Update

Expires: Sunday, July 19, 2015 12:00 AM

From: Peterson, Eric
Sent: Tuesday, January 20, 2015 10:52 PM
To: 'Katherine.Kennedy@faa.gov'
Cc: 'Michael.Wallin@faa.gov'; 'ken@countyairports.org'
Subject: RE: E16 Chart Update

Hi Katherine:

The PLZ is a 300' radius centered at 37 4'36.1N and 121 35'51.4N
Hours are sunrise to sunset
No ceiling or name.

Eric

From: Katherine.Kennedy@faa.gov [<mailto:Katherine.Kennedy@faa.gov>]
Sent: Tuesday, January 20, 2015 1:14 PM
To: Peterson, Eric
Cc: Michael.Wallin@faa.gov
Subject: RE: E16 Chart Update

Hi Eric,

I spoke to Michael Wallin this morning from NFDC and he requested the following info about the Parachute Drop Zone before publication in the A/FD.

- Hours of Operation
- Dropzone Coordinates
- Radius
- Name of the Dropzone (if named)
- Maximum altitude

If information is provided today or tomorrow, there is a possibility it could be in the March 5 publication.

Thanks,

Katherine Kennedy
FAA Airport Planner
FAA San Francisco Airports District Office
650-827-7611
Katherine.kennedy@faa.gov

From: Peterson, Eric [<mailto:Eric.Peterson@rda.sccgov.org>]
Sent: Wednesday, January 07, 2015 3:52 PM
To: Kennedy, Katherine (FAA)
Subject: RE: E16 Chart Update

Hi Katherine:

I believe the PLZ is depicted on the ALP you have in your office but I've attached a couple other images, including our submitted pen-and-ink ALP changes, for your files.

I've also attached both the Minutes and Resolution renaming South County Airport to San Martin Airport.

Let me know if you need anything else.

Thanks,
Eric

From: Katherine.Kennedy@faa.gov [<mailto:Katherine.Kennedy@faa.gov>]
Sent: Wednesday, January 07, 2015 9:55 AM
To: Peterson, Eric
Subject: RE: E16 Chart Update

Hi Eric,

Happy New Year! Regarding these changes to the AFD and NFDC information, could you send me a sketch of the airport with the parachute landing zone depicted and I can forward onto our contact in headquarters?

Also, regarding the name change, if you could also send me one of the three items listed under "Airport Name" on this website regarding Airport Data Changes <https://nfdc.faa.gov/xwiki/bin/view/NFDC/PublicADC> I can forward onto the contact as well.

Thank you,

Katherine Kennedy
FAA Airport Planner
FAA San Francisco Airports District Office
650-827-7611
Katherine.kennedy@faa.gov

From: Peterson, Eric [<mailto:Eric.Peterson@rda.sccgov.org>]
Sent: Monday, December 22, 2014 7:44 PM
To: Kennedy, Katherine (FAA)
Subject: E16 Chart Update

Hi Katherine:

I wondered what you have discovered about the name change for E16 and the chart updates to depict the parachute landing zone. The 7460-1 was submitted 12/10/2013 and a response from Neil K received on 02/11/14. I also wanted

to confirm that the pen-and-ink changes to the ALP are the method by which the AFD and charts get updated, or is there some other form that must be submitted to notate those changes.

Thanks for your help,

Eric Peterson, C.M.
Acting Director County Airports
2500 Cunningham Ave.
San Jose, CA 95148
408-918-7700 x27722

Exhibit 6

County of Santa Clara

Roads & Airports Department

Airports Division

Reid-Hillview, Palo Alto and South County Airports
2500 Cunningham Avenue
San Jose, California 95148
(408) 918-7700 FAX (408) 929-8617
www.countyairports.org



12/22/2014

To Whom It May Concern:

Skydiving at San Martin Airport (E16) has been a topic of discussion for some time. Negotiations with the FAA have resulted in the creation of a parachute landing zone (PLZ) in the empty field adjacent to the County transient ramp; see map below. Any operator that wishes to utilize the PLZ must first obtain a permit, which includes proof of insurance and a fee, and meet with airport staff to review skydiving safety procedures for the airport.

To better ensure all pilots utilizing the airspace around E16 are notified of PLZ and potential skydiving activity, documentation has been provided to the FAA to update navigation charts and the Airport Facility Directory. You should begin to see those changes in the next chart cycle. Once a skydiving permit has been issued, we will also update the AWOS message to include notice of skydiving activity and ensure a NOTAM is filed.

Please do not hesitate to contact me if you have comments or suggestions on how we can best implement the PLZ. And if you are interested, check our website for much more information on our ongoing discussions with the FAA regarding this issue.

Best Wishes for the Holiday,

Eric Peterson
Acting Directory County Airports
eric@countyairports.org

J. Correspondence Outgoing PLZ letter to E16 tenants 2014 12-22.docx

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith





U.S. Department of Transportation

Federal Aviation Administration

February 11, 2014

Santa Clara County Airports
Attn: Eric Peterson
2500 Cunningham Ave
San Jose, CA 95148

San Francisco Airports District Office
1000 Marina Boulevard, Suite 220
Brisbane, CA 94005-1835

Exhibit H

RE: (See attached Table 1 for referenced case(s))
FINAL DETERMINATION

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2013-AWP-1817-NRA		SAN MARTIN, CA	37-04-35.95N	121-35-51.90W	1	273

Description: Marking location of PLZ on ALP for E16. A 300 foot radius circle around the mid-point listed in the Lat and Long above.

The proposed change to your currently approved Airport Layout Plan (ALP) submitted, has been reviewed under the authority of Part 77 and under the requirements of the Terms and Conditions of Accepting Airport Improvement Program Grants dated September 1, 1999. This review has considered the safety and utility of aircraft operations and planned navigational aids as related to this proposal.

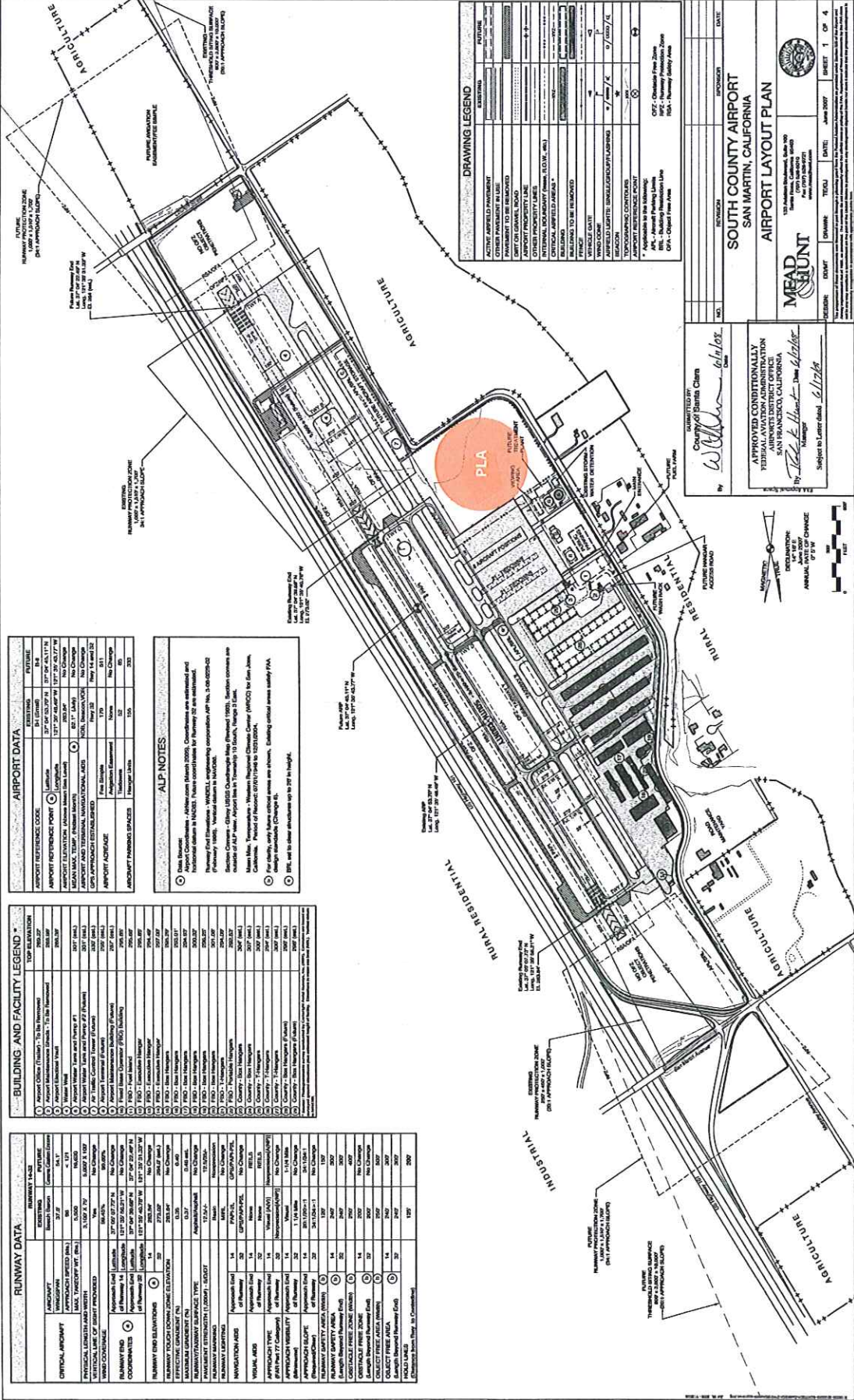
The proposal does not exceed any federal obstruction standard, however the following conditions need to be met for the Federal Aviation Administration (FAA) to have no objections to the proposed development. The airport should ensure coordination with all parties in accordance with Advisory Circular 105-2E, Sport Parachuting, and clearly defined operating procedures for mixed usage of the airspace over the airport.

It should be noted that this study did not consider the height of construction equipment. This information needs to be coordinated with this office via an "Airspace Study Checklist" before construction begins.

This determination does not include any environmental analysis or environmental approval for this proposal. All local and state requirements and/or permits must be obtained to prior to construction of this proposal.

We look forward to working with you in the continued development of your airport. If you have any questions, please contact me at (650) 827-7627 Neil.Kumar@faa.gov.

Neil Kumar
ADO



RUNWAY DATA

Critical Aircraft	Runway	Width	Length	ASPH	ASPH	ASPH	ASPH	ASPH	ASPH
Boeing 737	3000	150	10000	150	10000	150	10000	150	10000
Boeing 737 MAX 8	3000	150	10000	150	10000	150	10000	150	10000

BUILDING AND FACILITY LEGEND

(1) Airport Office Building - To be Renowned	1000
(2) Airport Maintenance Hangar - To be Renowned	1000
(3) Airport Terminal	1000
(4) Airport Taxiway	1000
(5) Airport Taxiway	1000
(6) Airport Taxiway	1000
(7) Airport Taxiway	1000
(8) Airport Taxiway	1000
(9) Airport Taxiway	1000
(10) Airport Taxiway	1000

AIRPORT DATA

APPROXIMATE COORDINATES	37° 04' 00" N, 121° 58' 00" W
APPROXIMATE ELEVATION	157' ASL
APPROXIMATE LENGTH	10000' (3048m)
APPROXIMATE WIDTH	150' (45.7m)
APPROXIMATE AREA	1,500,000 sq ft (138,680 sq m)
APPROXIMATE PERIMETER	10,000' (3048m)
APPROXIMATE VOLUME	150,000,000 cu ft (4,243,000 cu m)

PLP NOTES

1. All buildings shown are estimated and not guaranteed. Coordinates are estimated and not guaranteed. Values are for reference only.

2. The information shown on this drawing is for informational purposes only. It is not intended to be used for any other purpose.

3. The information shown on this drawing is for informational purposes only. It is not intended to be used for any other purpose.

DRAWING LEGEND

ACTIVE AIRFIELD PERMITS	1000
PENDING PERMITS	1000
PERMITS TO BE REMOVED	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000
OTHER AIRFIELD PERMITS	1000

SOUTH COUNTY AIRPORT
SAN MARTIN, CALIFORNIA
AIRPORT LAYOUT PLAN

APPROVED CONDITIONALLY
FUTURE AIRPORT LAYOUT PLAN
SAN FRANCISCO, CALIFORNIA

MEAD HUNT
132 Andrea Boulevard, Suite 100
San Francisco, CA 94116
(415) 774-2000
www.meadhunt.com

Prepared by: [Signature]
Checked by: [Signature]
Date: 6/17/24

Subject to Letter dated 6/17/24

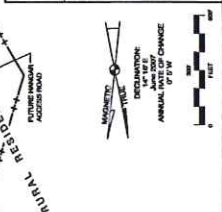
APPROVED BY: [Signature]
County of Santa Clara
Date: 6/11/24

DATE: 6/17/24

SCALE: AS SHOWN

DATE: 6/17/24

DATE: 6/17/24



PROPOSED LAYOUT PLAN DATA

APPROXIMATE COORDINATES	37° 04' 00" N, 121° 58' 00" W
APPROXIMATE ELEVATION	157' ASL
APPROXIMATE LENGTH	10000' (3048m)
APPROXIMATE WIDTH	150' (45.7m)
APPROXIMATE AREA	1,500,000 sq ft (138,680 sq m)
APPROXIMATE PERIMETER	10,000' (3048m)
APPROXIMATE VOLUME	150,000,000 cu ft (4,243,000 cu m)