

Respondent County's Exhibit List

County Exhibit	Description
1	Aerial Photograph of the South County Airport
2	May 2, 2011 Letter from Michael Murdter to Mark McClardy
3	April 5, 2011 Email from Jeff Bodin to Mark McClardy
4	April 26, 2011 Email from Jeff Bodin to Carl Honaker
5	April 25, 2011 Email from Jeff Bodin to Colleen Valles
6	August 21, 2009 Email and letter from Carl Honaker to Racior Cavole
7	February 18, 2009 Email from Jeff Bodin to Carl Honaker
8	February 25, 2009 Email from Jeff Bodin to Carl Honaker
9	March 27, 2009 Email from Jeff Bodin to Carl Honaker
10	April 5, 2009 Email from Jeff Bodin to Carl Honaker and Eric Peterson
11	April 9, 2009 Email from Jeff Bodin to Carl Honaker and Eric Peterson
12	April 10, 2009 Email from Jeff Bodin to Carl Honaker
13	April 21, 2009 Email from Jeff Bodin to Carl Honaker
14	Garlic City Skydiving "Best Blue Skies" Presentation
15	April 30, 2009 Email from Jeff Bodin to Carl Honaker
16	May 7, 2009 Email from Jeff Bodin to Carl Honaker and Michael Murdter
17	May 19, 2009 Email from Jeff Bodin to Carl Honaker
18	February 16, 2010 Email from Jeff Bodin to Carl Honaker
19	February 19, 2010 Email from Jeff Bodin to Carl Honaker
20	August 3, 2010 Memo from Michael Murdter to Board of Supervisors
21	August 16, 2010 Email from Elizabeth G. Pianca to Jeff Bodin
22	August 18, 2010 Email from Carl Honaker to Anthony Garcia
23	Proposed South County Airport Interim Parachute Drop Zone
24	August 19, 2010 Email from Anthony Garcia to Carl Honaker
25	August 25, 2010 Letter from Anthony Garcia to Carl Honaker
26	April 4, 2011 Letter from Mark A. McClardy to Michael Murdter
27	Garlic City Skydiving Proposal Airspace Analysis Prepared by the FAA

28	December 9, 2009 Memo from John Howard to Tony Garcia
29	March 24, 2011 Memo from Nicholas Reyes to Mark McClardy
30	March 29, 2011 Memo from Ronald Beckerdite to Mark McClardy
31	September 22, 2010 Letter from Michael Murdter to Mark McClardy
32	August 24, 2010 Transmittal from Michael Murdter to Board of Supervisors
33	Comparative Airport Skydiving Operations
34	Fixed Based Operation Agreement with 2 Genes Aviation
35	Population Density Adjacent to South County Airport
36	Santa Clara County Ordinance No. 300.648
37	Email from Masoud Akbarzadeh re Traffic Count
38	August 24, 2010 Board of Supervisors' Meeting Minutes
39	December 23, 2010 Letter from Mark McClardy to Michael Murdter
40	October 20, 2010 Letter from Studebaker Brown Electrical Contracting to Nancy Puterbaugh
41	County of Santa Clara Airport Rules and Regulations



County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 951 10-1302
(408) 573-2400



May 2, 2011

Mr. Mark A. McClardy
Manager, Airports Division
Federal Aviation Administration
Western-Pacific Region
P.O. Box 92007
Los Angeles, CA 90009-2007

Subject: Skydiving at South County Airport (E16)

Dear Mr. McClardy:

Thank you for your letter dated April 4, 2011 relating to the Federal Aviation Administration's (FAA) determination regarding the proposal by Garlic City Skydiving to conduct skydiving operations at the South County Airport (E16), located in San Martin, California. We appreciate the FAA's further review and consideration of the proposed skydiving operation and landing zone (LZ) at E16. The purpose of this letter is to request clarification regarding several issues addressed in your letter as well as reiterate the County's position on the use of E16 for the conduct of skydiving operations so that we may collectively move forward on resolving these issues.

First, we strongly concur with the FAA's conclusion "that the proposed skydiving operation would be operated in the safest manner if relocated to an area several miles away from airspace corridors similar to those existing over E16", and believe this conclusion is in perfect alignment with the FAA's mission to "provide the safest, most efficient aerospace system in the world." However, your letter also indicates that Garlic City Skydiving may, at its discretion, conduct parachute jumping operations within a one nautical mile radius of E16 at or below 15,000 feet MSL. This leads to the clear conclusion that if parachute jumping operations are in fact conducted within a one nautical mile radius of E16 at or below 15,000 feet MSL, the skydiving operation would be operated in a manner that is less safe than the safest manner. Although we recognize the FAA's jurisdiction over the airspace above E16, we wish to be on the record as being opposed to the FAA's decision to allow a skydiving operation at E16 that would, by definition, not be operated in the safest manner.

Second, although your letter includes analyses of the airspace safety issues relating to such operations (prepared by the Flight Standards Division and the Air Traffic Organization Western Service Center), it does not include any analyses regarding the safety aspects of locating the landing zone (LZ) on E16 property, or explicitly state the FAA's position on this issue. **Is it the FAA's position that the County must make available a portion of the airport property to Garlic City Skydiving to serve as a LZ for skydivers?** If it is, we would appreciate knowing how the FAA has determined that an on-airport LZ would be safe. Of particular concern is the small size of the proposed LZ (approximately three acres) and its proximity to the approach end of an active runway and a major interstate freeway.

Third, your letter states "To ensure safe operations at E16 we suggest the County review the training and safety practices required for skydiving and ensure Garlic City Skydiving abides by them." This language implies that the County is responsible for ensuring the safe conduct of skydiving operations at the airport. The County does not have authority over, or responsibility for, the conduct of any aeronautical operation at any airport. The FAA is responsible for ensuring that aeronautical activities are conducted in compliance with the Federal Aviation Regulations (FAR). **Please clarify the FAA's position with respect to the responsibilities it expects the County to assume relating to oversight of skydiving operations at E16, including the statutes and implementing regulations that place these responsibilities on the County.**

Finally, your letter anticipates the County will take affirmative steps to permit skydiving at E16 by directing the County to send the FAA its "implementation plan and schedule for negotiating reasonable operating terms for skydiving...." Skydiving is a hazardous recreational activity under California law. Public entities can be immune from liability arising from skydiving injuries when the injuries are sustained during voluntary, unsupervised, unsponsored activities. However, this immunity is weakened when a public entity takes affirmative steps to permit the hazardous recreational activity in consideration for a specific fee charged for participation. The FAA is directing the County to permit skydiving at E16 and by doing so is putting the County in the precarious position of weakening its immunity should any person be injured as a result of skydiving. Consequently, the County – and more precisely the taxpayers – will be required to pay for injuries sustained as a result of a skydiving accident because of the FAA's directive. **Is it the FAA's position that the County must weaken or even lose its immunity in order to comply with Grant Assurance #22, Economic Discrimination?**

I would like to reiterate the County's position on the conduct of skydiving operations at E16. The County has in no way prohibited skydiving operations from taking place at E16. Garlic City Skydiving, or any other skydiving company, is free to use the airport for the take-off and landing of jump aircraft at any time. The County's decision on August 24, 2010 to not allow a LZ on the airport for safety reasons does not preclude Garlic City Skydiving from utilizing E16 to operate a skydiving business.

Mr. Mark A. McClardy
May 2, 2011
Page 3 of 3

We would appreciate clarification of these issues at your earliest convenience. Again, thank you for your letter and the attachments providing the FAA's analyses. If you have any questions or would like to discuss this matter, please feel free to call me at 408-573-2438.

Sincerely,



Michael Murdter
Director

cc: The Honorable Board of Supervisors
Jeff Smith, County Executive
Miguel Márquez, County Counsel
Sylvia Gallegos, Deputy County Executive
✓ Elizabeth G. Pianca, Deputy County Counsel
Bill Withycombe, Regional Administrator, Western Pacific Region
Ronald Beckerdite, Director, ATO - Western Service Center
Bill Rodda, Operations Group Manager, ATO - Northern California TRACON
Nicholas Reyes, Manager, Flight Standards Division Western Pacific Region
Pete Yiakos, Acting Manager, San Jose Flight Standards District Office
Naomi Tsuda, Regional Counsel, Western Pacific Region
Robin Hunt, Manager, San Francisco Airports District Office
Mr. Jeff Bodin, Garlic City Skydiving

RECEIVED
COUNTY COUNSEL

2011 MAY -3 PM 1:47

From: [Jeff Bodin](mailto:Jeff.Bodin@faa.gov)
To: Mark.McClardy@faa.gov
Cc: Anthony.Garcia@faa.gov; Arlene.Draper@faa.gov; debbie.roth@faa.gov; Robert.Y.Lee@faa.gov; Robin.K.Hunt@faa.gov; Brian.Armstrong@faa.gov; Pete.Ciesla@faa.gov; Mia.Ratcliff@faa.gov; randyo@uspa.org; Beverly.Byas@faa.gov; [Michael.Murdter](mailto:Michael.Murdter@faa.gov); Director@CountyAirports.org
Subject: Re: FAA Determination for the Garlic City Skydiving proposal at E16
Date: Tuesday, April 05, 2011 2:43:43 PM
Attachments: [20110405_McClardy_DetResp1.pdf](#)

Mr. McClardy,

Please review the attached letter, indicating our intention to work with the County to use E16 for Parachute Operations. Thank you for your efforts and assistance in this matter.

- Jeff Bodin

From: "Beverly.Byas@faa.gov" <Beverly.Byas@faa.gov>
To: michael.murdter@rda.sccgov.org; Jeff Bodin <jlbodin@yahoo.com>; Director@CountyAirports.org
Cc: Anthony.Garcia@faa.gov; Arlene.Draper@faa.gov; debbie.roth@faa.gov; Robert.Y.Lee@faa.gov; Robin.K.Hunt@faa.gov; Brian.Armstrong@faa.gov; Pete.Ciesla@faa.gov; Mia.Ratcliff@faa.gov; Mark.McClardy@faa.gov
Sent: Mon, April 4, 2011 12:11:17 PM
Subject: FAA Determination for the Garlic City Skydiving proposal at E16

Mr. Murdter & Mr. Bodin,

FAA has completed its safety assessment of the proposal submitted from Garlic City Skydiving to operate out of E16. I have attached a copy of our agency determination letter along with the supporting memos I received from both the Air Traffic Organization (ATO) and the Flight Standards Division. Hard copies were sent out today.

Thanks for your patience.

Mark A. McClardy
Manager, Airports Division
Western Pacific Region
(310) 725-3600

April 5th, 2011

Mr. Mark McClardy, Division Manager
FAA Western-Pacific Regional Office
15000 Aviation Boulevard
Lawndale, CA 90260

Mr. McClardy,

Per the FAA Airports Office's determination, Garlic City Skydiving is looking forward to using E16 for parachute operations. I look forward to working with the County to obtain a permit within the next 30 days for landing parachutists at South County Airport.

I did discuss your determination with the United States Parachute Association (USPA), and agree with prior FAA determinations: Having the landing area at the airport is the safest option for both parachutists and other local traffic. These FAA determinations recognize that pilot awareness is significantly higher in the terminal environment. This awareness increases safety for both pilots and parachutists.

As you are aware, I had contacted NCT in the past about the possibility of a Letter of Agreement for parachute operations at the South County Airport. I will once again contact NCT in order to negotiate a Letter of Agreement.

Lastly, Garlic City Skydiving will be a member of the United States Parachute Association, and we will require participants to follow the USPA's Basic Safety Regulations (BSRs), or enjoy their time elsewhere. For those who will be new to skydiving, we will be using the USPA's instruction/training methods and procedures.

I truly believe that our business will significantly increase the awareness and visibility of the airport to the local community in a positive light, create much-needed jobs at the airport, and financially benefit the community, County and airport.

I believe this can be a "win" for all involved. Thank you for your support and efforts.

Thank you,

- Jeff Bodin (Garlic City Skydiving, 408-666-6029)

CC:

Tony Garcia, FAA
Beverly Byas, FAA
Robin Hunt, FAA
Debbie Roth, FAA
Robin K. Hunt, FAA
Pete Cielsa, FAA

Arlene Draper, FAA
Deandra Brooks, FAA
Lorraine Herson-Jones, FAA
Robert Y. Lee, FAA
Brian Armstrong, FAA
Mia Ratcliff, FAA

Mr. Michael Murtder, Director of Roads And Airports, Santa Clara County
Mr. Carl Honaker, Director of Airports, Santa Clara County
Randy Ottinger, USPA Director of Government Relations

From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Subject: Re: Permit Status update?
Date: Tuesday, April 26, 2011 10:56:49 PM

Carl,

Do you know when we'll be able to review the permit? I should have the ATC agreement back from NCT later this week.

Thanks,

- Jeff

From: "Valles, Colleen" <Colleen.Valles@bos.sccgov.org>
To: Jeff Bodin <jlbodin@yahoo.com>
Cc: "carl.honaker@rda.sccgov.org" <carl.honaker@rda.sccgov.org>
Sent: Mon, April 25, 2011 4:57:43 PM
Subject: Re: Permit Status update?

Hi Jeff,
I think it's best to work through Carl Honaker, that way we can avoid any duplication of efforts, miscommunication, etc.

Thanks!
colleen.

Sent from my iPhone

On Apr 25, 2011, at 7:25 AM, "Jeff Bodin" <jlbodin@yahoo.com> wrote:

> Colleen,
>
> I did not see anything on Tuesday's Supervisor's Agenda regarding my permit to use South County Airport to land skydivers at. Should I be working through you/Supervisor Wasserman's office, or contacting Mr. Murdter or Mr. Honaker directly?
>
> I should have my business' FAA/ATC Letter of Agreement this coming week covering procedural interaction of our pilots and operation with FAA NorCal air traffic control. I will also be scheduling a meeting with SCAPA to discuss our proposed operational procedures - so that we can move forward and open for business as soon as possible (and meet the FAA's deadline).
>
> Please let me know if there is anything you need from me, and if I should be working through the Supervisor, or with Mr. Honaker or Mr. Murdter directly.
>
> Thank you,
>
> - Jeff Bodin

From: [Jeff Bodin](#)
To: colleen.valles@bos.sccgov.org
Cc: mike.wasserman@bos.sccgov.org; Carl Honaker; Michael Murdter
Subject: Permit Status update?
Date: Monday, April 25, 2011 7:25:39 AM

Colleen,

I did not see anything on Tuesday's Supervisor's Agenda regarding my permit to use South County Airport to land skydivers at. Should I be working through you/Supervisor Wasserman's office, or contacting Mr. Murdter or Mr. Honaker directly?

I should have my business' FAA/ATC Letter of Agreement this coming week covering procedural interaction of our pilots and operation with FAA NorCal air traffic control. I will also be scheduling a meeting with SCAPA to discuss our proposed operational procedures - so that we can move forward and open for business as soon as possible (and meet the FAA's deadline).

Please let me know if there is anything you need from me, and if I should be working through the Supervisor, or with Mr. Honaker or Mr. Murdter directly.

Thank you,

- Jeff Bodin



From: Carl Honaker [Carl.Honaker@rda.sccgov.org]
Sent: Friday, August 21, 2009 3:19 PM
To: Ray Cavole
Subject: Reply to Informal Complaint re: Skydiving at E16
Attachments: Response to Skydiving complaint 8-09.pdf

Ray,
Sorry for the confusion...thought you were going to send me something about starting an FAA airspace study. So I put this together to answer your concerns about the skydiving outfit that wants to start business at our South County Airport. Wanted to get it to you electronically today. Hard copy via snail mail over the weekend.
Thanks,
Carl

County of Santa Clara

Roads & Airports Department

Airports Division
2500 Cunningham Avenue
San Jose, California 95148
(408) 929-1060 FAX (408) 929-8617

Reid-Hillview Airport
(408) 929-2256

Palo Alto Airport
(650) 856-7833

South County Airport
(408) 683-4741



August 19, 2009

Mr. Raciore Cavole, Airports Compliance Specialist
Federal Aviation Administration
San Francisco Airports District Office
831 Mitten Road, Room 210
Burlingame, CA 94010-1303

Subject: Part 13.1 Informal Complaint, South County Airport

Dear Mr. Cavole:

I am in receipt of your letter dated August 17, 2009 in reference to an Informal Complaint filed by Mr. Jeff Bodine, Garlic City Skydiving, regarding the County's refusal to accept his proposal to start a skydiving business at the County's South County Airport (E16). Your letter did not include a copy of the previous letter sent in May.

The County's refusal is based on two concerns. The most important being the potential safety issues that this type of operation could create in the airspace over and around the South County Airport. The second concern is that nowhere in the County's Master Plan or FAA approved Airport Layout Plan does it show any available locations at the airport for future Specialized Aviation Service Organizations such as this type of business.

In our previous conversation regarding this matter, I was under the impression that our concerns for potential air safety issues related to the proposed skydiving business would precipitate an airspace study by the FAA. Garlic City Skydiving indicates in their business plan that they would conduct a variety of amateur skydiving activities from altitudes up to 15,000 feet MSL directly overhead the South County Airport. As you are aware this activity is proposed to take place in a very busy flight corridor and is directly within the ILS approach final for commercial airline traffic and other GA flight activity flying into Mineta San Jose International Airport. In my due diligence to better understand the potential impacts of this activity, I had a number of informal conversations with the SJC Tower Manager, NORCAL Approach and the San Jose FSDO offices regarding this potential activity. Virtually every FAA employee I talked with indicated that this activity would potentially be an air safety hazard and should not be approved. I relayed that information to you in our conversation, and my understanding was that the ADO office would initiate an airspace safety study based on our concerns.

J:\FAA\misc correspondance\Response to Skydiving complaint 8-09.doc

Board of Supervisors: Donald F. Gage, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
Acting County Executive: Gary A. Graves

With regard to our second concern, the airport ALP and Master Plan shows the space Mr. Bodine wants to use will be the future location for a large FBO facility. Although we felt we could allow temporary use of the open space for his landing site (until such time as we go out for bids to put an FBO in this location), we also told him that he could not build or place his office and customer facilities on this space due to the noncompliance with the ALP. We indicated that we would have to create a temporary month-to-month lease for the landing zone, and charge him for the use of this 14 acre area, but in my conversations with Mr. Bodine it appears he wants free use of this area which is unacceptable as it could violate our grant assurances. In addition this area currently lacks the infrastructure (electrical, water and sewer) needed for public use buildings, and would require substantial engineering, environmental review and permitting to install, which would normally occur upon construction of the future FBO facility. We encouraged him to try to contact the existing FBO at the airport to see if he could sublease any of their facilities for this purpose but we never heard back whether he had initiated that conversation with the owners of Magnum Aviation. His alternative suggestion was to have the County kick out our current tenant at the Lion's Club facility (located on a parcel across the street from the airport that is not designated for aviation use), and create a non-competitive long term lease with his company for the use of this property.

To reiterate, the County's position is that the proposed skydiving business poses a potential airspace hazard, and our future planning for the South County Airport does not have sufficient space set aside for an aviation activity of this nature.

I look forward to your reply. If you have any questions please contact me at (408) 272-0160.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Carl Honaker', written in a cursive style.

W. Carl Honaker
Director, County Airports



From: [Jeff Bodin](#)
To: carl@countyairports.org; eric@countyairports.org
Subject: Interested in hanger space at San Martin...
Date: Wednesday, February 18, 2009 4:56:55 PM

Your web-page shows several hangers in the "F" range for rent. However the link http://www.countyairports.org/docs/E16_HangarLayout_12-22-2005.pdf only shows Rows G-J.

Do you have a .pdf (or some other electronic drawing) that shows where the "F" hanger slots are?

Thank you.

- Jeff Bodin

From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Cc: [Eric Peterson](#); [Chris Nucci](#); jlbodin@yahoo.com
Subject: RE: Interested in hanger space at San Martin...
Date: Wednesday, February 25, 2009 11:41:18 AM



This makes sense. Do you have a list (by hanger number) of available hangers?

I would be looking for something in the Even-side (furthest south) of the J-row...

Thanks.

- Jeff Bodin

=====

Jeffrey L. Bodin
Director of PLM Operations
Infinera Corp
169 Java Drive
Sunnyvale, CA 94089
(c) 408.666.6029
jbodin@infinera.com
Y-IM: jlbodin

=====

From: Carl Honaker [<mailto:Carl.Honaker@rda.sccgov.org>]
Sent: Thursday, February 19, 2009 2:46 PM
To: Jeff Bodin
Cc: Eric Peterson; Chris Nucci
Subject: RE: Interested in hanger space at San Martin...

Hi Jeff,

The reference to "F" hangars is actually an internal rate code for the type and size of hangar and does not indicate on which taxilane you will find it. All the hangars we have at South County Airport (E16) face one of the four taxilanes labeled "G", "H", "I", and "J" but the rate codes don't match the rows. The diagram you refer to is accurate and is the best reference for the location and size of the various hangars. There are three sizes of T-Hangars and two sizes of box hangar. If you would like to schedule an appointment to view them in person, please contact our E16 Operations office at: (408) 683-4741. If you would like to sign up to rent one of the hangars contact Chris Nucci at 408-929-2256 or email him at the address above.

Thanks for your interest in our hangars...we look forward to talking with you.

Carl

Carl Honaker
Director
Santa Clara County Airports
(408) 929-1060

Please consider the environment before printing this email.

-----Original Message-----

From: Jeff Bodin [<mailto:jbodin@infinera.com>]
Sent: Wednesday, February 18, 2009 4:56 PM

To: carl@countyairports.org; eric@countyairports.org

Subject: Interested in hanger space at San Martin...

Your web-page shows several hangers in the "F" range for rent. However the link http://www.countyairports.org/docs/E16_HangarLayout_12-22-2005.pdf only shows Rows G-J.

Do you have a .pdf (or some other electronic drawing) that shows where the "F" hanger slots are?

Thank you.

- Jeff Bodin

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This email message and/or its attachments may contain information that is confidential or restricted. It is intended only for the individuals named as recipients in the message. If you are NOT an authorized recipient, you are prohibited from using, delivering, distributing, printing, copying, or disclosing the message or content to others and must delete the message from your computer. If you have received this message in error, please notify the sender by return email.

From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Cc: [Jeff](#)
Subject: Regarding Meeting on Friday, 4/3 - Garlic City Skydiving
Date: Friday, March 27, 2009 9:13:06 PM



Mr. Honaker,

Thank you for your time today. This e-mail is to confirm our appointment next Friday on 4/3 at 3:00 regarding a skydiving business opportunity at South County Airport.

I appreciate your willingness to discuss your and Santa Clara County's concerns regarding airspace separation and other potential concerns around a skydiving drop-zone operating out of South County Airport.

Most airports have many questions about allowing skydiving on their airport when initially approached with the idea. When working together, a real win-win is created for both the airport and the skydiving operation. This win-win is accomplished when the proposed skydiving business works together with the airport management to put together a plan that will build a successful and safe Base of Operations for skydiving.

I would like to take an hour-or-so to discuss the following topics (via power-point) with you regarding Garlic City Skydiving's proposal for a skydiving business at E16. Topics will include:

- High-level business and opportunity overview
- Principals involved and their skydiving and business experience
- Why South County Airport?
- What the significant benefits are to South County Airport, the community, the FBO and the County for supporting a Skydiving Base of Operations?
- A Skydiving safety overview and a proposal for operating at E16 including an introduction to skydiving (how a drop-zone operates) and address airspace separation concerns at E16
- USPA (United States Parachute Association) business and airport support, student and staff training, and involvement and participation with the FAA
- General airspace considerations, FAR/AIM procedures and Federal Airport access/use rules and regulations for Skydiving operations
- Proposal for a packing/manifest area, and
- A high-level overview of "Garlic City Skydiving's" business plan

I will be bringing one other person with me who has several years of experience in Drop Zone operations, who is currently functioning as a USPA Safety and Training Adviser (S&TA).

Please feel free to invite those in your department (or other relevant County employees) who may have questions about skydiving, skydiving safety, airspace separation, parachute flight and control, and general drop-zone operation and safety.

Again, thank you for this opportunity.

- Jeff Bodin
"Garlic City Skydiving"
408.666.6029 (C)

From: [Jeff Bodin](#)
To: [Carl Honaker](#); eric@countyairports.org
Cc: [Jeff](#)
Subject: Thank you...
Date: Sunday, April 05, 2009 8:57:20 AM



Carl and Eric,

Bob and I want to thank you both for your time on Friday. We appreciate your interest in our business proposal for a skydiving operation at South County Airport. We hope you both have time to review the USPA video, as well as the FAA-related material highlighted in the USPA Skydiver's Information Manual we left behind. These highlighted areas call out FAA rules and requirements for both skydivers and local airports and, with over 50-years of service to skydiving and partnership with the FAA, the USPA has built a positive reputation working with local airports and the FAA highlighting safety for all involved.

Regarding your main concerns about:

- 1) The en-route traffic concern for SJC, and
- 2) Working with the county to define/design a lease for the landing area...

I spoke briefly with Randy Ottinger (USPA Director of Government Relations) late Friday after our meeting about the en-route concerns and he again assured me that there are several existing drop-zone precedents today that operate in identical airspace configurations, and that operating in class E airspace is allowed. Please call Randy next week as he will be a wealth of information for all involved. His numbers are:

540-604-9740 (O)
540-645-1129 (C)

With respect to the proposed lease on the landing area - It occurred to me that instead of "leasing the entire landing area", it would be best to structure something much simpler, and very similar to other "aircraft" arrangements.

We could narrow the lease to a small section of land (1/4-to-1/2 of an acre) over by the water-tower/oak trees for the manifest and packing area (our "hanger") with rights to place a modular-mobile building on it (as identified in the proposal), and under agreement with the airport use the remaining area in that section of land as an open landing area (as a "runway").

Such an arrangement should prove to be simpler and more expeditious to create, and is more in line with what the majority of skydiving operations work out with their local airports (hanger/building rentals with an identified area for landing on airport property).

Any assistance you can provide to keep the proposal for Garlic City Skydiving flowing through SCC for a smooth and timely approval is appreciated - Skydiving is a "seasonal" sport with a large portion of the business revenues (and JET-A purchases) collected during summer months.

Lastly, regarding our follow-up meeting scheduled Friday, April 10th - I've been reminded that next Friday is Good Friday and the County will most likely be closed. Instead of calling on you Friday, April 10th, I'll stop by at 4:30pm on Thursday to discuss the best way to continue moving our proposal forward with the County.

Thank you,
- Jeff Bodin

From: [Jeff Bodin](#)
To: [Carl Honaker](#); eric@countyairports.org
Cc: [Jeff Bodin](#)
Subject: Re: Thank you...
Date: Thursday, April 09, 2009 9:36:36 AM



Carl and Eric,

Just a reminder that I will be stopping by this afternoon around 4:30 to see where we are, what progress we've made, and steps we need to take from here. Hopefully, you've had the opportunity to talk to Randy at the USPA - as I know he's had some initial discussions with the ATC/FSDO, and that you've had further opportunity to review the proposal and the highlighted FAA documents in the Skydiver's Information Manual I left behind.

I look forward to seeing you,

Thanks,

- Jeff

----- Original Message -----

From: Jeff Bodin <jlbodin@yahoo.com>
To: Carl Honaker <Carl.Honaker@rda.sccgov.org>; eric@countyairports.org
Cc: Jeff <jlbodin@yahoo.com>
Sent: Sunday, April 5, 2009 8:57:19 AM
Subject: Thank you...

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540-604-9740 (O)
540-645-1129 (C)

With respect to the proposed lease on the landing area - It occurred to me that instead of "leasing the entire landing area", it would be best to structure something much simpler, and very similar to other "aircraft" arrangements.

We could narrow the lease to a small section of land (1/4-to-1/2 of an acre) over by the water-tower/oak trees for the manifest and packing area (our "hanger") with rights to place a modular-mobile building on it (as identified in the proposal), and under agreement with the airport use the remaining area in that section of land as an open landing area (as a "runway").

Such an arrangement should prove to be simpler and more expeditious to create, and is more in line with what the majority of skydiving operations work out with their local airports (hanger/building rentals with an identified area for landing on airport property).

Any assistance you can provide to keep the proposal for Garlic City Skydiving flowing through SCC for a smooth and timely approval is appreciated - Skydiving is a "seasonal" sport with a large portion of the business revenues (and JET-A purchases) collected during summer months.

Lastly, regarding our follow-up meeting scheduled Friday, April 10th - I've been reminded that next Friday is Good Friday and the County will most likely be closed. Instead of calling on you Friday, April 10th, I'll stop by at 4:30pm on Thursday to discuss the best way to continue moving our proposal forward with the County.

Thank you,
- Jeff Bodin



From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Cc: eric@countyairports.org
Subject: Update from today...
Date: Friday, April 10, 2009 11:37:52 PM

Carl,

Thank you again for your time yesterday, and for calling Randy today - I spoke with Randy shortly thereafter and it sounded as though your discussion was very informative. Randy also called me later in the day after having a good conversation with the FDSO - he will have a follow-up call with them again sometime next week.

I am sure that you may have some reservations and questions pertaining to skydivers operating at South County Airport. But so far, we've only provided you a view from a skydiver's perspective. One way to alleviate those potential reservations is for you to speak to someone in your similar position - someone who has experience running a county airport, and that has a skydiving drop zone on premise. Hopefully, I can help here too...

Winston "Butch" Church is the Site Manager/Operator for the Chester County Airport in South Carolina (<http://www.airnav.com/airport/KDCM>), and his airport has had a drop zone for the last 18 years. Recently, Mr. Church worked very hard with the FAA (who had proposed expanding the nearby Class B airspace over the county airport, for Charlotte/Douglass International Airport) to ensure that by all means possible, skydiving would not be impacted as a result of this proposed Class B airspace expansion.

I spoke with Mr. Church this morning about his experience with the skydivers and the local drop zone owner at his airport, and to quote Mr. Church, the skydivers...;

- "are a mainstay of the airport..."
- "are the airport's largest revenue generator..."
- "are one of the best tenants we've have..."
- "provide a significant number of jobs in the local area around the airport..."
- "provide significant financial support the local hotels and restaurants amount every weekend..."

In addition to being the largest fuel purchaser at the airport, the drop zone also leases multiple hangers and several trailers on the airport property - and work with and for the airport to ensure business and operations for the airport go smoothly. Skydivers on their airport understand this business arrangement and show significant respect for the airport and other airport patrons.

Mr. Church and the DZO (Drop Zone Operator) have formed a strong business relationship that ensures the continued success for both the DZ and the county airport. I believe that you and I have this same opportunity. We can provide a positive impact on South County Airport's revenues, bring jobs (and rents) to the airport and surrounding businesses, and build a strong and successful partnership.

Mr. Church has kindly offered his time should you want to discuss any information regarding his experiences with having skydivers on his airport. His number is 803-385-6664. Mr. Church is extremely open and friendly, and is very willing to talk to you to provide an airport manager's perspective. Please call him at your convenience.

Thank you again, and Randy and/or I will be following up with you sometime next week. Have a great weekend.

- Jeff

p.s., I hope you have found the opportunity to review the video I left behind, as it also has a wealth of information regarding skydivers and their interaction with the airport (the video was filmed at the

Longmont Co, drop zone).

From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Cc: eric@countyairports.org; randyo@uspa.org; [Michael Murdter](#); [Jeff](#)
Subject: Re: County response and Operational Timeline to Garlic City Skydiving Proposal
Date: Tuesday, April 21, 2009 3:52:21 PM
Attachments: [20090403PresentedToSantaClaraCounty.pdf](#)



4/21/2009

Mr. Carl Honaker
Director of County Airports, Santa Clara County
2500 Cunningham Ave
San Jose, CA, 95148

Mr. Honaker,

Again I want to take the opportunity to thank you and Eric Peterson for reviewing our proposal for Garlic City Skydiving's (GCS) operation out of South County Airport (E16).

To summarize the proposal Bob Kriebert and I presented on 4/3/2009:

- GCS will be a USPA member drop-zone, and follow the USPA BSRs - which are recognized by the FAA as defining "the standard" in skydiving safety, training, compliance and operations
- GCS proposes to use the County Airport property outside the airport fence on the south-west side of South County Airport, and maintain flight operations westward and outside of the airport's published eastern landing and take-off pattern - additionally, this identified area meets all of the USPA's BSRs with respect to landing area requirements
- GCS will install a "portable" building for its manifest/operations and shade-tent for a packing area - and lease the portion of land we will use for manifesting and packing (~1/4-to-1/2 an acre).
- E16 is in class E airspace, which requires no written approval from the FAA/ATC for skydiving operations
- E16 has and continues to receive Federal Airport Improvement Grants, and as part of the County's acceptance of Federal funds requires that all FAA-recognized activity be allowed at Federally funded airports - and that the FAA recognizes skydiving as a legitimate aeronautical activity
- GCS will require all of its customers to sign a "no fault" clause - of which I left an initial draft copy with you for review by the county attorney
- The USPA provides a \$50K "third-party" liability policy for all of its members - in addition, GCS will purchase a minimum \$1M Premises Liability policy and, if requested, list the airport in the policy

At the end of the meeting, I agreed that I would (with assistance from Randy Ottinger of the USPA) discuss safety with both the local FSDO and the local ATC as it applies to skydiving at South County Airport. Randy has contacted both the FSDO and FAA Northern California Terminal Radar Control (NorCal TRACON) and:

- In Randy's discussions with the San Jose FSDO, the FSDO has not identified any FAA/Federal-related issues that would prohibit or limit skydiving at E16, and
- NorCal TRACON recognizes that E16 lies within Class E airspace, and Federal rules do not require "permission" for any FAA-recognized aeronautical activity - including skydiving - in Class E airspace. We also commit to work with NorCal TRACON to review and implement any recommended changes in operational procedures that they might suggest.

I want to again re-iterate that a skydiving business offers many benefits to South County Airport and the surrounding community including significant on-airport fuel purchases, increased airport operations and airport visibility, increased jobs in the area, increases in revenue to local restaurants, hotels, gas stations/convenience stores, and fill some vacancies in the local rental/housing market. Simply put, Garlic City Skydiving will provide a recreational service that Santa Clara County has to pay almost nothing into, and in return will provide a positive economic impact to the airport and surrounding community.

Hopefully by now you have had the opportunity to review the USPA video and USPA SIM that I left with you on 4/3, and also have had the opportunity to discuss with Winston "Butch" Church, the Site Manager/Operator for the Chester County Airport, South Carolina, how beneficial skydiving has been for his county airport and the surrounding area - if not, I again ask that you call him at 803-385-6664.

As I've highlighted before, skydiving's largest revenues occur in the summer months and any delay by the county in not moving this proposal forward will have a significant and negative impact on GCS' revenues. As such, *we (Randy and I) would like to review - in writing - a time line provided by the county with any county milestones to ensure that we can begin prepping for and initiating business operations in a timely manner.* Please let me know within the next week how soon this time line can be available for review, as summer is approaching and our goal is to be operational as soon as possible.

Lastly, you also have *my personal commitment* that GCS will be a *professional business* that:

- Highlights safety by following the USPA BSRs,
- Provides significant hospitality, education and respect to other airport patrons, and
- Will maintain a clean and business-like surrounding in all of its operations.

I truly believe that this is an excellent opportunity for both of us and that by working together - in getting the operations on-line, and having quarterly operational reviews to improve the business once operations are in-place - we can build a respectable skydiving business and create a positive visible impact for South County Airport.

Thank you,

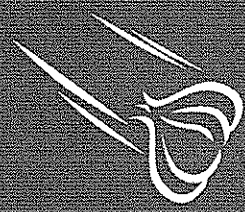
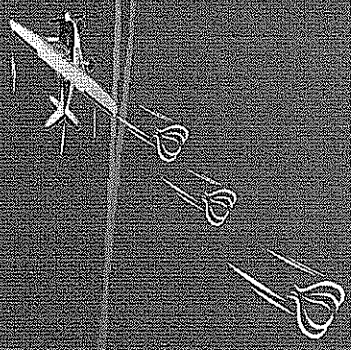
Jeff Bodin, Garlic City Skydiving
408-666-6029
jlbodin@yahoo.com

p.s., I also am attaching an electronic version of the presentation we gave on 4/3, in the event you need to share a copy with someone else in the county. Also, the USPA SIM with all BSR can also be downloaded at <http://www.uspa.org/SIM.aspx>.

cc:

Michael Murdter, Director of County Roads and Airports
Eric Peterson, Assistant Director of County Airports (e-mail)
Randy Ottinger, USPA Government Relations (e-mail)
Bob Kriebert, Garlic City Skydiving USPA Safety and Training Advisor (paper)





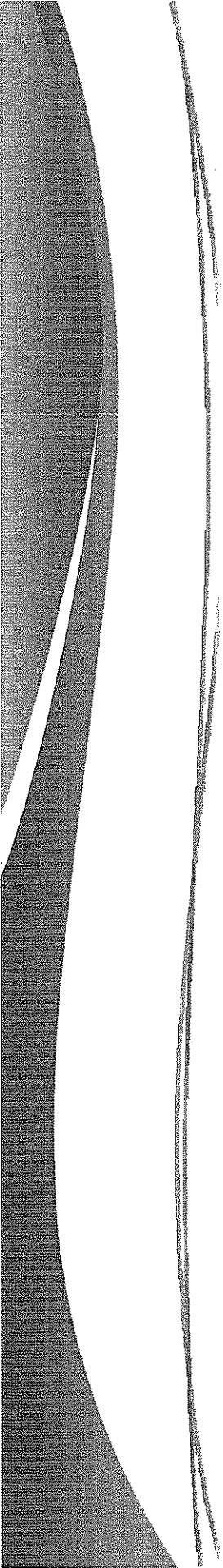
Garlic City Skydiving

The Best "Blue Skies" in the Bay Area

Business Proposal

Topics For Today

- **Introductions**
- **Skydiving Overview**
- **USPA (United States Parachute Association) Overview**
- **Business Proposal**
 - Location – Why South County Airport
 - Benefits to E16 and the surrounding community
 - Safety and Training
 - Airspace and Landing Considerations
 - Building and Accommodations
- **Moving Forward...**



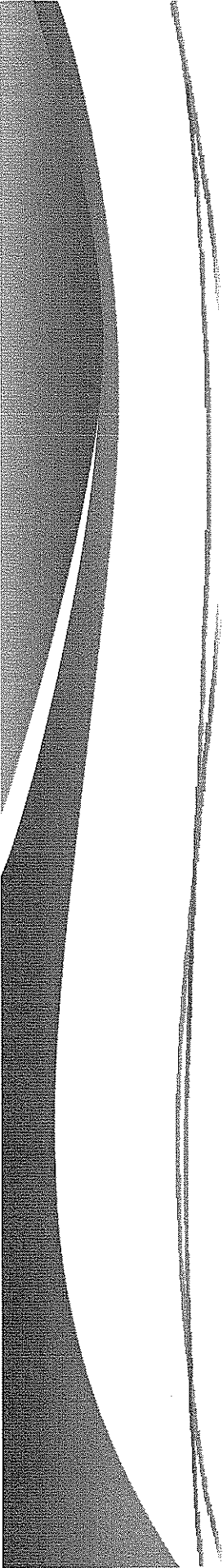
Introductions

Who We Are

- **Jeff Bodin – USPA “C-License” holder with 7 years of skydiving experience**
 - 300+ jumps and over 6 hours of free-fall time
 - Technical and Product Marketing and Management – participated in two silicon valley telecom start-ups
 - Business Successes in Operational and Product Management/Marketing
- **Bob Kreiberg – USPA “D-License” holder with 10+ years of skydiving experience**
 - 1300+ jumps and ~ 26 hours of free-fall time
 - USPA* Safety & Training Adviser for 3+ years at Adventure Center Skydiving
 - Significant experience in Drop-zone safety and operation
 - Relationships and significant experience with USPA and their BSRs**
- **Garlic City Skydiving will be registered as California-based “LLC”**

*United States Parachute Association

** Basic Safety Requirements,
For distribution within Santa Clara County Only



About Skydiving

The "perception" of risk is not reality... but all part of the thrill!!!

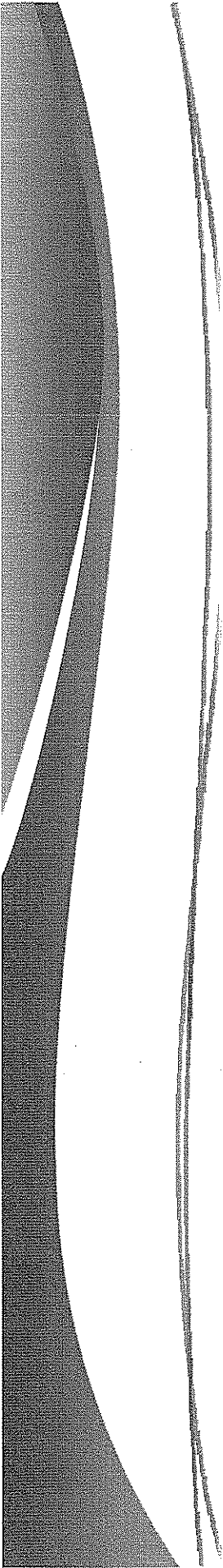
Tell Me More... About Skydiving

- **Skydiving is a "Legitimate Aeronautical Activity", regulated by the FAA**
 - See: Series 150 Advisory Circulars (ACs) for Airport Projects – 150/5190-7
- **There are more than 2,200,000 planned skydives a year**
 - Reality – 0.082% fatality rate (18 fatalities in 2007, or 1 in 122,000)
 - Compare this "18" to 3,967 ('07) auto deaths in CA - Safer than climbing, scuba or motocross
- **There are over 250 USPA Member Drop-zone locations in the United States**
 - All but ONE of them take-off and land "at the airport"
- **Standard Skydiver configuration**
 - A Skydiving Parachute is a square or elliptical "steerable wing"
 - Capable of lift, very maneuverable (more than most planes)
 - Can glide ~1 mile from 5,000' (or more, depending on design and/or pilot experience)
 - Rig design is "TSO'ed" by the FAA* and rig manufacturer – requires a "Main", and a "Reserve"
 - Reserve re-packed every 180 days by FAA licensed/certified Rigger
 - Most rigs support a computerized "Automatic Activation Device" (AAD)
 - Deploys reserve automatically if main fails and pilot does not deploy reserve
 - Altimeter worn by each skydiver
 - Audible altimeters/computers in helmet offer additional benefits

Technical Standard Order. A technical standard that all American parachutes must meet before they can be marketed. Unless specifically exempted by the FAA, a parachute must have a TSO placard to be legal. For distribution within Santa Clara County Only

A Typical Skydive

- **Tandem Skydive**
 - Certified Tandem Master Instructor “straps-on” Student
 - Typical altitudes are from 12,000’-18,000’ to 5,000’ – about 60-90 seconds
 - Tandem is what the untrained “general public” experience when they try skydiving
 - Controlled canopy flight to landing area – 3-5 minutes
- **Individual and/or Group Skydive**
 - By USPA licensed (or those in-training) “Fun-jumpers”
 - Typical exits 12,000’-18,000’ and openings between 2,500-4,000’ – about 60-90 seconds
 - Work on body-flight skills via aerodynamic maneuvers performed w/body position
 - Belly-flyer – someone who can fly their body in a “body-flat” position
 - Free-flyer – someone who can fly their body in any position
 - Controlled canopy flight to landing area – 2-5 minutes
- **Hop-and-Pop “Skydive”**
 - By USPA licensed (or those in-training) “Fun-jumpers”
 - Typical altitudes are from ~4,000’ with 5-10 second delay to deployment
 - For working on canopy-only skills/canopy flight
 - Controlled flight to landing area – 2-5 minutes



The USPA

United States Parachute Association

USPA (United States Parachute Association)

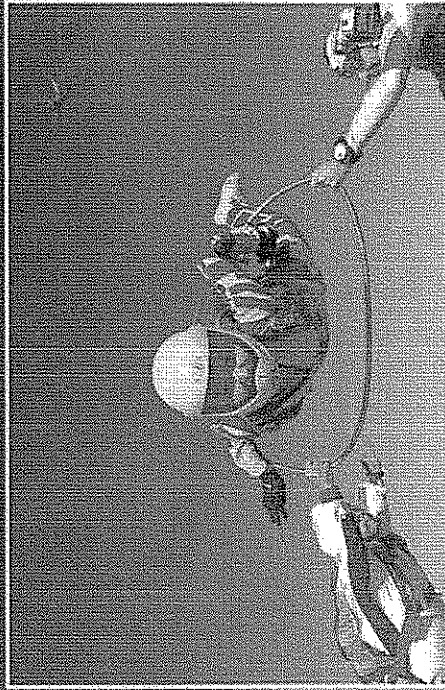
- **Over 50 years of setting and improving Skydiving Safety Standards - Established in 1957**
- **USPA partners with the FAA (who regulates) skydiving**
 - First focus on safety and training methods – Licensing, FAA Liaison
 - Publishes “BSRs” (Basic Safety Requirements) in the SIM (Skydiver Information Manual) – very thorough list of training and safety requirements for skydiving
 - Educates and works with local airports through the FAA for airport access
 - Reviews new/updated FAA FARs as they change/evolve and provides input
- **32,000 Active USPA Memberships**
 - ~5% (1,600) of those members live in Northern CA/NV

Skydiving Information Manual

- **USPA Policy Making & Basic Safety Requirements (BSRs)**
 - Continual focus on Safety
 - Training and procedures (including emergency procedures)
- **Training – Integrated Student Program**
 - Detailed requirements for student training and syllabus
- **USPA Licenses**
 - Setting license and medical requirements
- **General Recommendations**
 - Advanced Progression/flying
 - Canopy Flight
 - Currency
 - Exhibition Jumps
- **Federal Aviation Regulations**
 - Review w/respect to skydiving
 - FAA Advisory Circulars
 - FAA Air Traffic Bulletins

2009-2010

Skydiver's Information Manual



USPA and Airport Education

- **Educates FBO and Airport Management**
 - Establish landing patterns and airspace separation recommendations
 - Educates local government infrastructure on skydiving
- **Works with and through FAA and FSDO to ensure safety and access**
 - Federal AIP Funds agreements tied to access for all FAA recognized aeronautical activities – including skydiving, ballooning, ultra-light, gliders, etc...

USPA Helps North Carolina DZ

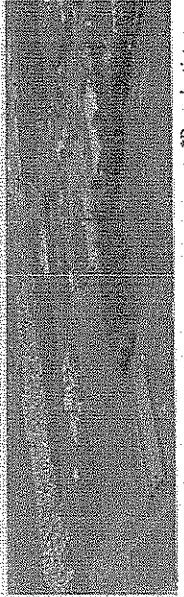
The fragile Skydiving Center is finally set to open in April following a six-month-long airport access process. The DZ will be located at the Triangle North Executive Airport in Louisburg, North Carolina. After encountering initial resistance from local officials, future DZO Greg Uppel contacted USPA for assistance. USPA showed Greg how to best represent his aviation business to local government and convinced the county attorney and airport director to accommodate the drop zone. "I think that having USPA speak with the county attorney and the airport director made the difference," said Uppel. "I'm very grateful for the help provided by their government relations department."

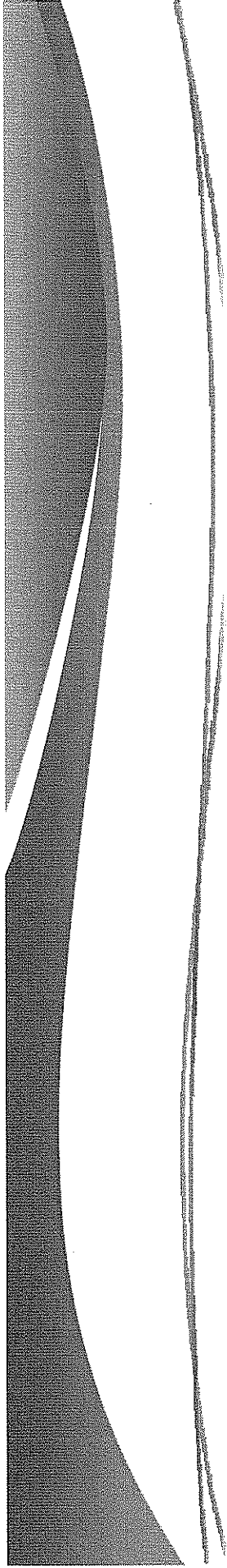
The airport, formerly known as the Franklin County Airport, has a 5,500-foot-long runway, a wide-open parachute landing area and is only a short drive from metropolitan Raleigh. Byrthly, North Carolina Skydivers familiar with Carolina Sky Sports (CSS) will recognize that the new drop zone's location is only five miles from the former CSS DZ. More information about the new drop zone can be found at www.triangleskydivingcenter.com.

*Parachutist magazine, March 2009

USPA HELPS ACHIEVE AIRPORT ACCESS VICTORY

This past November, drop zone Skydive Columbus Ohio won final approval to operate at the Fairfield County Airport in Lancaster, Ohio. The group member DZ and USPA undertook a year and a half of intense negotiations with the FAA's Columbus Flight Standards District Office and the Detroit Airport District Office with the district decisions being reviewed by FAA officials at the regional and national level. The airport authority had originally denied the DZ proposal based on their previous experience with skydiving operations and because of safety concerns. The FAA determined that skydiving could be safely accommodated at the airport. Key to the victory was the airport's obligation to comply with grant assurances after accepting federal airport improvement funds. The FAA considers skydiving to be an aeronautical activity having the same rights and responsibilities as other airport users.





Business Proposal

Donald Trump – "If you do what you love, you will be successful"

**"Failure is not an option," Gene Kranz, lead flight director for
Mission Control**

Where the Skydive Dollars are Going...

- **Skydiving in northern California (where the money's going...)**
 - Skydive Monterey Bay (Marina) – MONTEREY County
Several hundred thousand dollars in revenue a year for skydiving and nearby supporting businesses
 - Adventure Center Skydiving (Hollister) - SAN BENITO County
Several hundred thousand dollars in revenue a year for skydiving and nearby supporting businesses
 - SkyDance Skydiving (Davis) – YOLO County
Several hundred thousand dollars in revenue a year for skydiving and nearby supporting businesses
 - Bay Area Skydiving (Byron) – CONTRA COSTA County
Several hundred thousand dollars in revenue a year for skydiving and nearby supporting businesses
 - Parachute Center (Lodi) - SAN JOAQUIN County
Several hundred thousand dollars in revenue a year for skydiving and nearby supporting businesses
- **A significant majority of this “Several hundred thousand dollars a year” ...**
 - Is being spent by Bay Area/Santa Clara County Residents – who drive 2-3 hours one-way to spend it
 - And, they are taking their money *outside of Santa Clara County in order to do it...*
- **What if we could keep a fair portion of those dollars in SANTA CLARA County?**
 - And bring in *money from other counties* to Santa Clara County?

Market and Business Summary

- **San Jose is the third largest city in California (10th in United States)**
 - When including Sunnyvale, Milpitas, Fremont, Cupertino, etc... (the Bay area), population exceeds well over two million people
 - Bay Area supports highest median income of any metropolitan area
 - 45% of the Bay Area population is between 18 and 45
 - Population is physically fit and shows significant interest in outdoor physical activities
- **Whether it is for a “once-in-a-lifetime” experience, or active on-going participation in the sport, a significant portion of this population will participate in a skydiving experience at least once in their life**
 - “What’s on your bucket list?”
 - Limited options in the South Bay Area for Skydiving – due to remote distance, weather
- **Garlic City Skydiving will be a profitable business that**
 - Enables a local skydiving alternative in Santa Clara County
 - Provides a significant increase in business activity to the South County Area
 - Increases Federal Funding opportunities for South County Airport

Why South County Airport

- **Three words: Location, Location, Location**
- Closest DZ to the Bay Area with easy access via highway 101
- Every jump an advertisement via CA-101 passer-by's
- Excellent weather 300+ days/year – *some of the best skydiving weather in the USA*
 - Fog clears in San Martin on average 1-hour or more earlier than Hollister
 - During the summer, the fog almost never clears in Marina
- Safe on-airport landing – outside aircraft landing patterns & away from runway
 - Of over 250 USPA drop-zones (all but one land on the airport)
 - South-county is similarly configured to many of these other DZs
- South County Airport also supports several opportunities for “outs” in surrounding area

Benefits to South County Airport

- **~10% increase* in airport operations during daylight hours**
 - ~2500 TO&L/5,000 operations/year:
Increase in operations = increase Federal Funding opportunities
 - Estimate 43,000 gallons of fuel/year (JET-A) per year (~\$150,000) once business ramps
- **Supporting local businesses and government – Money isn't spent just at the DZ...**
 - Near-by restaurants, hotels, gas/ convenience
 - Increased attendance at Local Air Museum
 - Discounts for South County Fly-in participants, Gilroy Garlic Festival attendees
 - Referrals to on-site flight school
 - Taxes/spend stays/comes-to Santa Clara County instead of San Benito/Yolo/Monterey counties
- **Increased community visibility to South County Airport**
 - Show how community (and federal) tax dollars are spent
 - Hospitality (coffee, TV and a couch) for stop-over pilots, discounts on skydives for airport users

Garlic City Skydiving will provide a recreational service that Santa Clara County has to pay almost nothing into, and in return provides a positive economic impact on the surrounding area...**

All that's required is a strong partnership between Garlic City Skydiving, Santa Clara County and Airport Authorities

*based on 2007 numbers of ~56,000 operations/year at E16

** Refer to the positive economic impact of financial contributions skydiving has had for Eloy (AZ), Cottonwood (AZ), Perris (CA), Elsinore (CA) for distribution within Santa Clara County Only

Keys to Garlic City's Success

- **An emphasis on Safety**
 - Continual on-going safety training for staff and customers
 - On-site gear maintenance with an FAA-Certified rigger
- **Quarterly Operations and Safety Reviews with South County Airport Management**
 - Review of business status, safety procedures – continually improve safety, the business, and company and airport exposure
- **A Professional Staff - both in appearance and behavior**
 - NOT Patrick Swayze & Keanu Reeves (e.g., "Point Break")
- **A highly visible and accessible location at South County Airport**
 - Create and drive significant business through locale, visibility, advertising and referral
- **A location allowing quick airplane turn-around (referred to as "turns")**
 - Landing area within walking distance of plane loading and packing/manifest is a must
 - *High turns is the largest single factor affecting drop zone profitability – and customer satisfaction*
- **300+ days of good weather**
 - Some of the best weather in the country for Skydiving activities – all year around!

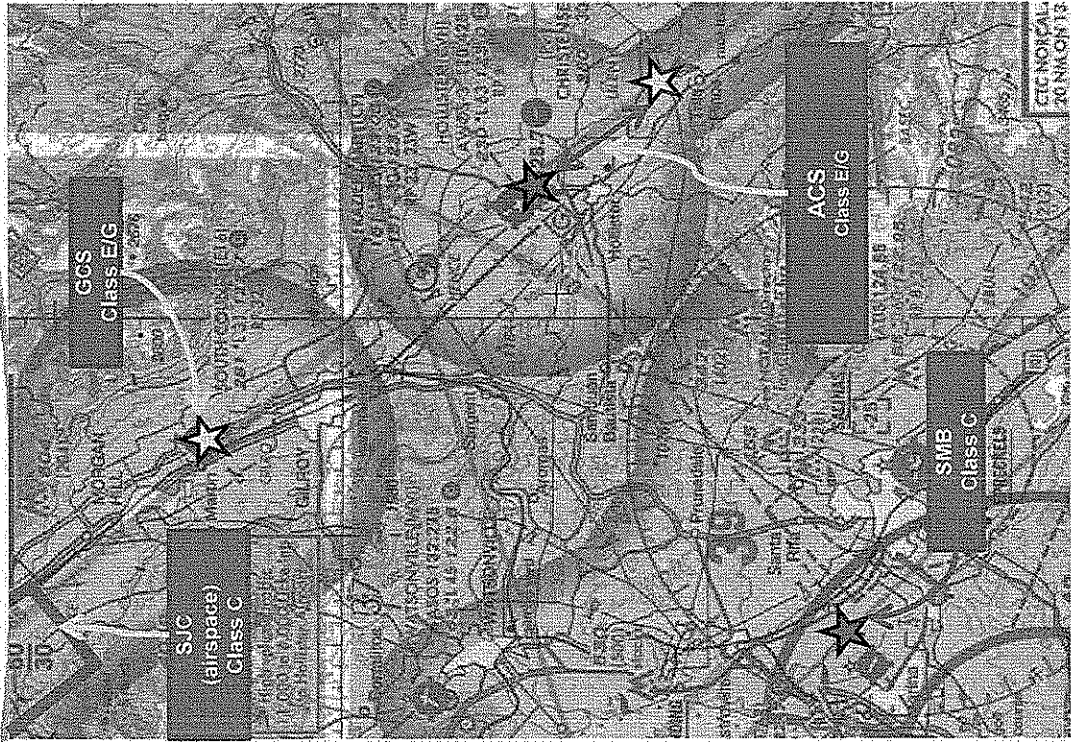
Safety First

- **Garlic City will be a USPA Member drop zone - Membership required for all participants**
 - All staff and students will be certified and licensed by the USPA
 - Instructors require 500+ jumps plus *significant* additional training
 - All Equipment will meet FAA certifications and USPA standards
 - Gear requires regular FAA-mandated reserve, main and container maintenance and inspection
 - All skydivers under 500 jumps will require FAA-approved Automatic Activation Devices (AADs*)
 - Frequent required gear-checks and log-book reviews will be required
- **Landing and Flight patterns will be identified**
 - Separation from local air-traffic
- **Regular (monthly) emergency training drills**

*An AAD property des-garlic-city is opening of the reserve parachute in emergency situations via an integrated computer in the skydiving harness within Santa Clara County Only

Airspace Considerations at E16 (FAA Requirements)

- **South County Airport (E16) is in Class G airspace**
 - Class E overlies airport w 700' floor to 18K
 - Class B associated with SJC begins ~7 miles NW of E16
- **Per FAR Sec. 105.25: Parachute operations in Class E/G airspace**
 - ATC Requires notification (can be set-up as a yearly filing)
 - NOTAM (Notice to Airmen) filed with Flight Services
- **Per FAR Sec. 105.13**
 - Must establish and maintain communication with ATC during each jumping operation
- **Re: ATB 12/1995 for Air Traffic Controllers**
 - "Controllers are not authorized to impose on parachute operations in Class E airspace
 - "Controllers are required to give traffic advisories to jump aircraft before the jump, and to issue advisories to all known aircraft that will transit the Class E airspace within which the jump operations will occur."



ATC Notification Letter

[DATE]

[NAME], Manager
[ATC FACILITY]
[ADDRESS]
[CITY, STATE, ZIP]

Dear Mr./Ms. _____:

In accordance with CFR 105.25(c), this is written notification that [DZ NAME] intends to conduct a series of parachute operations at the [] Airport near [CITY, STATE] from [15 DAYS HENCE] through December 31, 2009. All parachute jumps will be conducted in Class E and G airspace. In accordance with CFR 105.15(a), I offer the following information:

- (1) Date and Time. Parachute operations will commence on [DATE], starting at [TIME].
- (2) Size. Most jumps will be contained within a [TWO/THREE]-nautical mile radius centered on the [] Airport.
- (3) Location. The jump operation will be centered on the [] Airport which is [] NM from the [] VOR on it's []-degree radial.
- (4) Altitudes. The primary jump altitude will be [] feet above mean sea level. There may be occasional jumps at lower and higher altitudes.
- (5) Duration. Operations will be primarily on weekends from sunrise to sunset, with occasional weekday operations from noon to sunset. [OR DAILY]
- (6) Contact Person. Please consider me the contact person for the operation: [NAME, ADDRESS, PHONE, CELL]
- (7) Aircraft. We will primarily use a [] aircraft, registration no. N_____ with other aircraft used occasionally.
- (8) ATC Facility. In accordance with CFR 105.13, radio communication will be established with [NAME OF ATC FACILITY] at least five minutes prior to each jump. I will contact you directly for the appropriate radio frequency.

Please contact me at the above address and phone number if you have any questions.

Sincerely,

[NAME, TITLE]
[DZ NAME]
[ADDRESS]
[PHONE]

Skydiving and Airport Access Rules

- **FAA Airport Access Rules regarding Skydiving**
 - Airports receiving Federal grants consent to operate in conformance with grant agreements including not discriminating among types, kinds and classes of aeronautical activity
 - The FAA affirms that skydiving is a legitimate aeronautical activity and requires all federally funded airports to allow skydiving as long as Part 105 requirements are met
- **USPA supports an “Airport Access Fund” to assist DZs in gaining, keeping and meeting airport rules and requirements**
 - Supports airport access, assists in safety, provides 3rd party liability insurance (\$50K) to it's members
- **On the topic of liability**
 - California Code 846* protects landowners and business owners from liability in recreational activities
“An owner of any estate or any other interest in real property, whether possessory or non-possessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purpose...”*
 - Air-tight waivers that are industry standard (Hold Harmless Agreements)

Only through partnership and cooperation with the airport will a win-win scenario be possible, ensuring Garlic City Skydiving become a successful business that ensures the best in safety and customer experience

*CC-846 code specifically calls out parachuting (Among other adventurous sports) For distribution within Santa Clara County Only

Insurance and Liability

- **3rd party liability is available to each member of USPA**
 - \$50,000 per occurrence
 - In the event of damaged caused by a skydiver or skydiving operation
 - Covers members, and students (including tandems)
- **Standard business insurance will be obtained**
 - "Slip-and-fall" premises liability policy
 - Theft, Comprehensive, etc...

Certificate of Insurance February 23, 2009	
Named Insured:	The Individual Members of the United States Parachute Association
Company:	StarNet Insurance Company
Policy Number:	BA09M10063
Effective Date:	12:01 AM March 1, 2009
Expiration Date:	12:01 AM March 1, 2010

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to herein

MemberShip Jump Coverage at a USPA Drop Zone	Limit of Liability
Comprehensiv Single Limit Bodily Injury and Property Damage Liability:	\$ 50,000 Per Occurrence \$1,000,000 Aggregate

Additional Insured only as Respects Operations of the named insured:

with whom we agree, if possible, to notify 30 days before date of cancellation if policy should be cancelled, but the Company shall not be liable in any way for failure to give such notice.

Insurance Technologies & Programs
A Division of All Capital Insurance, LLC
P.O. Box 106
Fritch, KS 67224

Mary Thompson
Authorized Signature

USPA 3rd Party Insurance Certificate

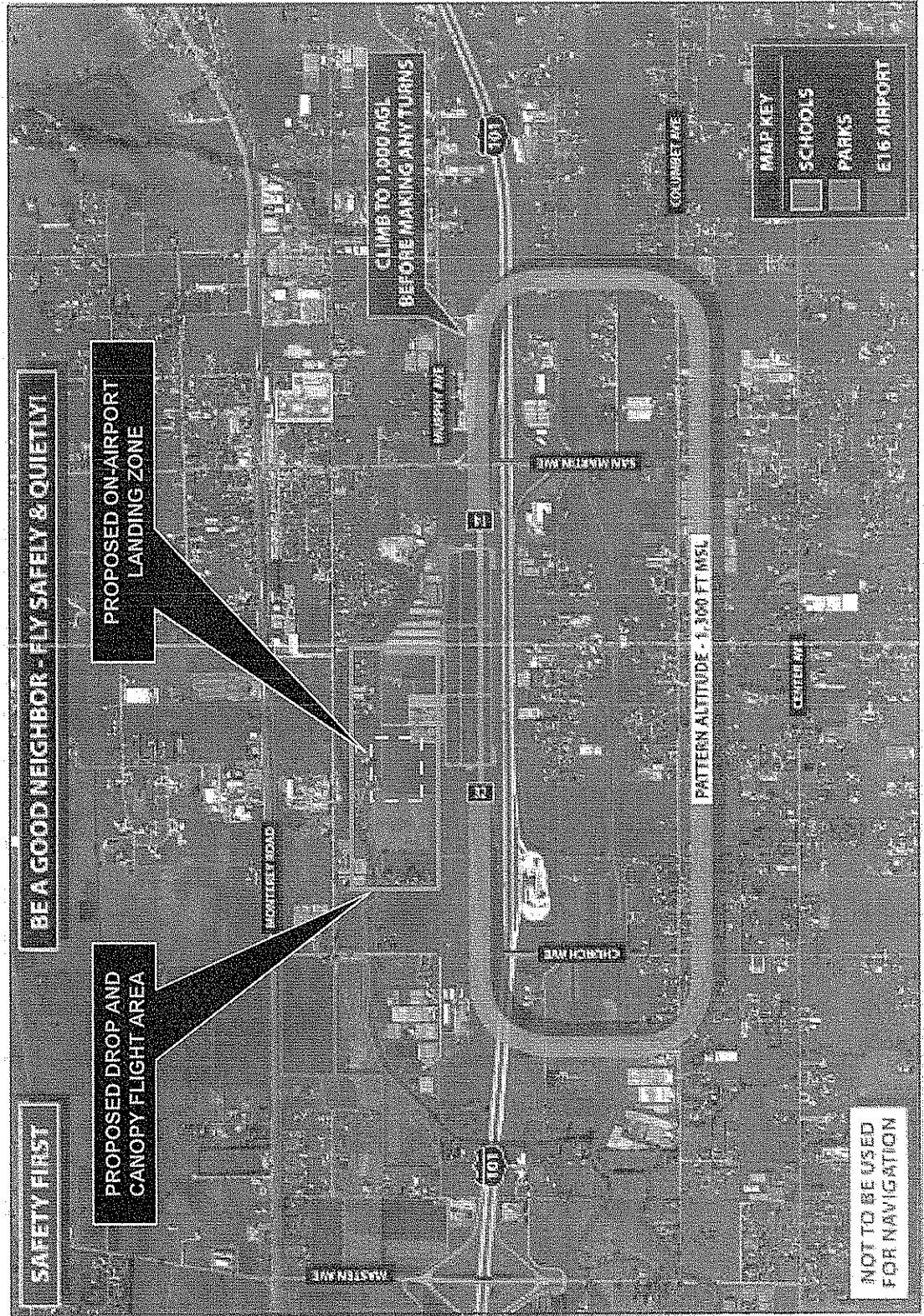
Proposed GCS Landing Area

- Surveyed area exceeds USPA LZ size recommendations
- Outside of E16 traffic-patterns for complete plane/canopy separation
- Almost zero additional noise (except the occasional “Whoo-hoo!”)
- Large canopy playground
- Significant “outs” in surrounding farmland
- Outside airport fence, but on airport property
 - Outside of fence keeps skydivers on LZ, and off-airport/ away from planes & runway (except for loading)

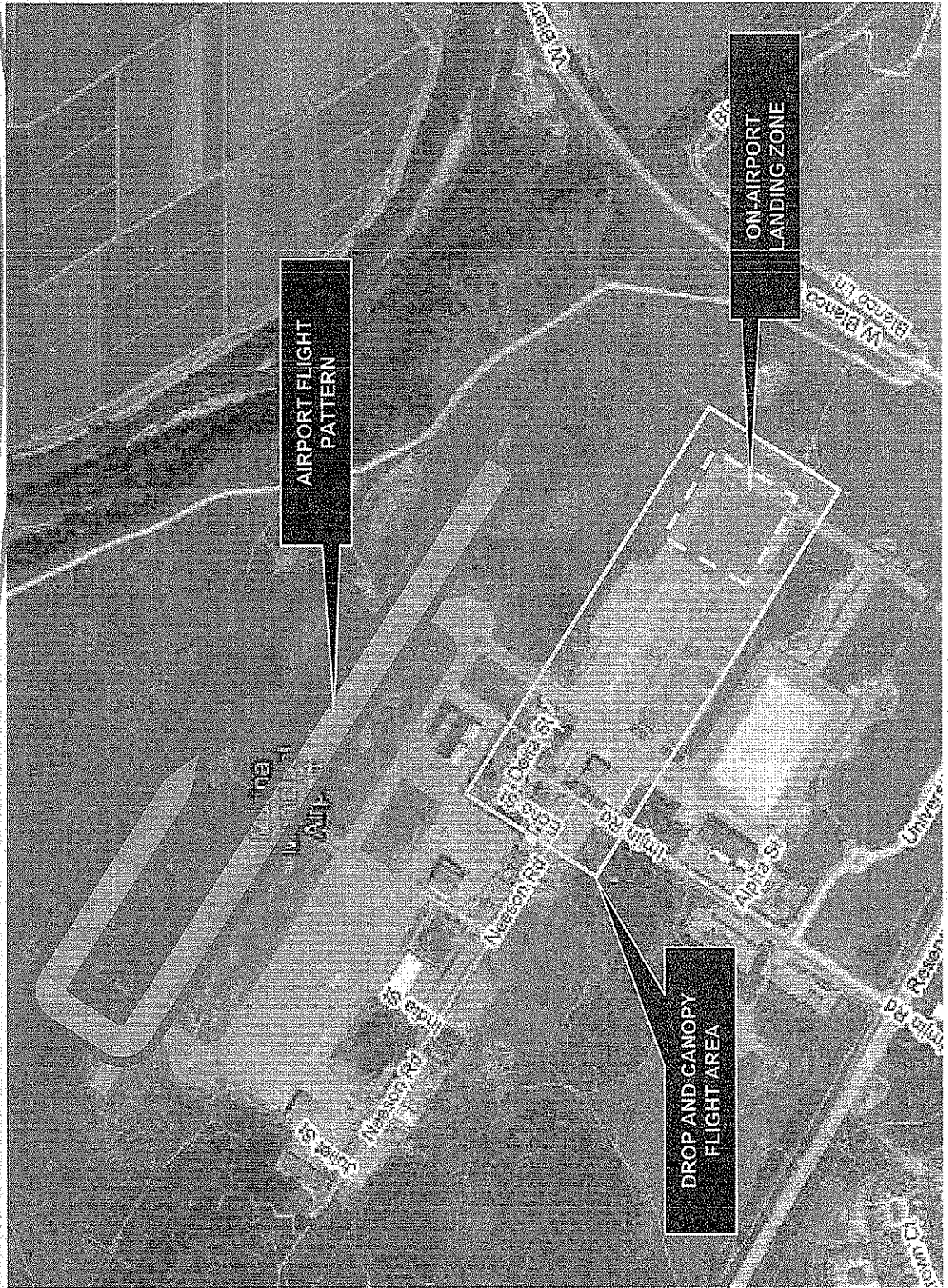


This skydiving landing pattern is “standard” for airports with E16’s configuration

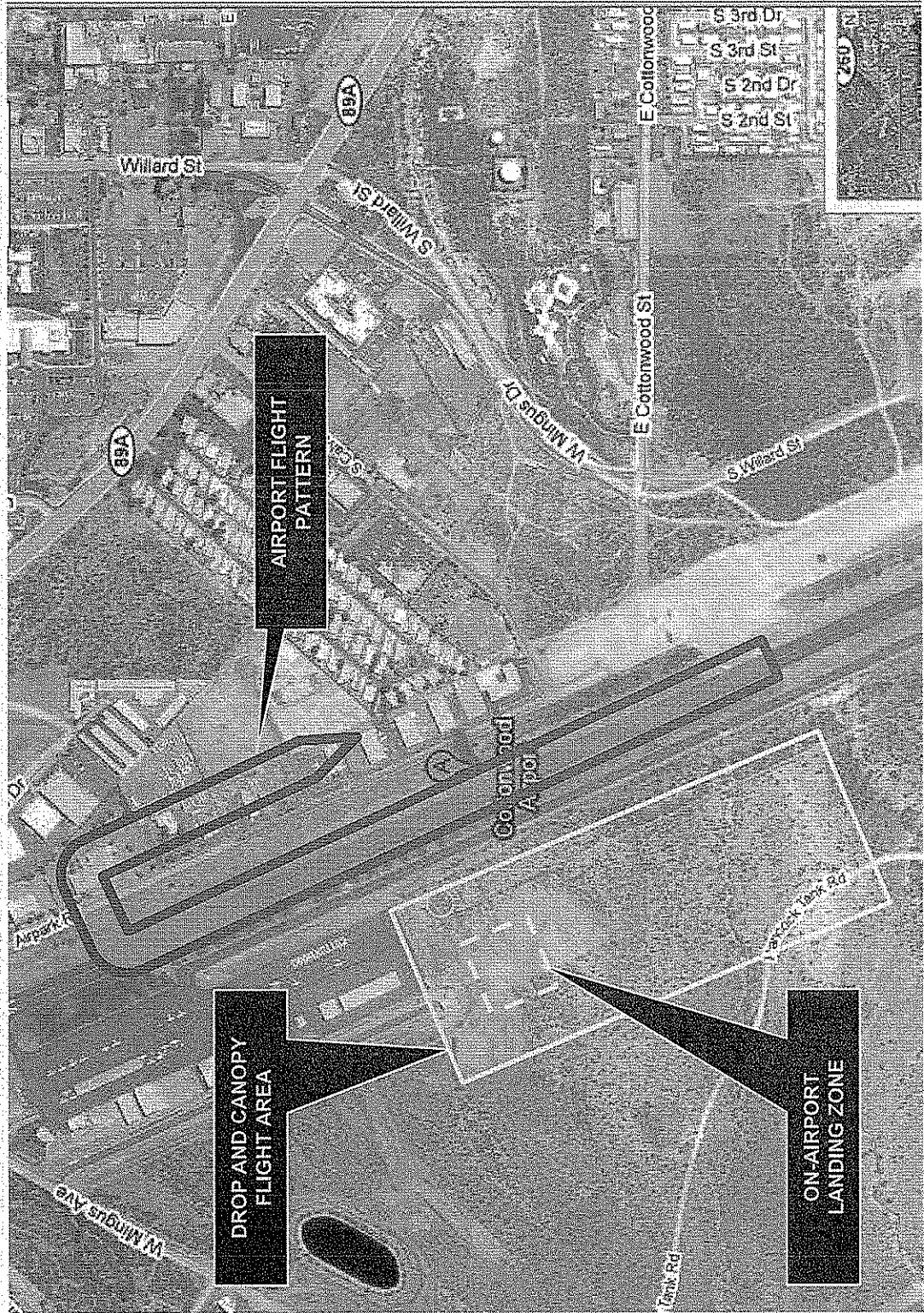
South County Airport (proposed)



Marina Airport

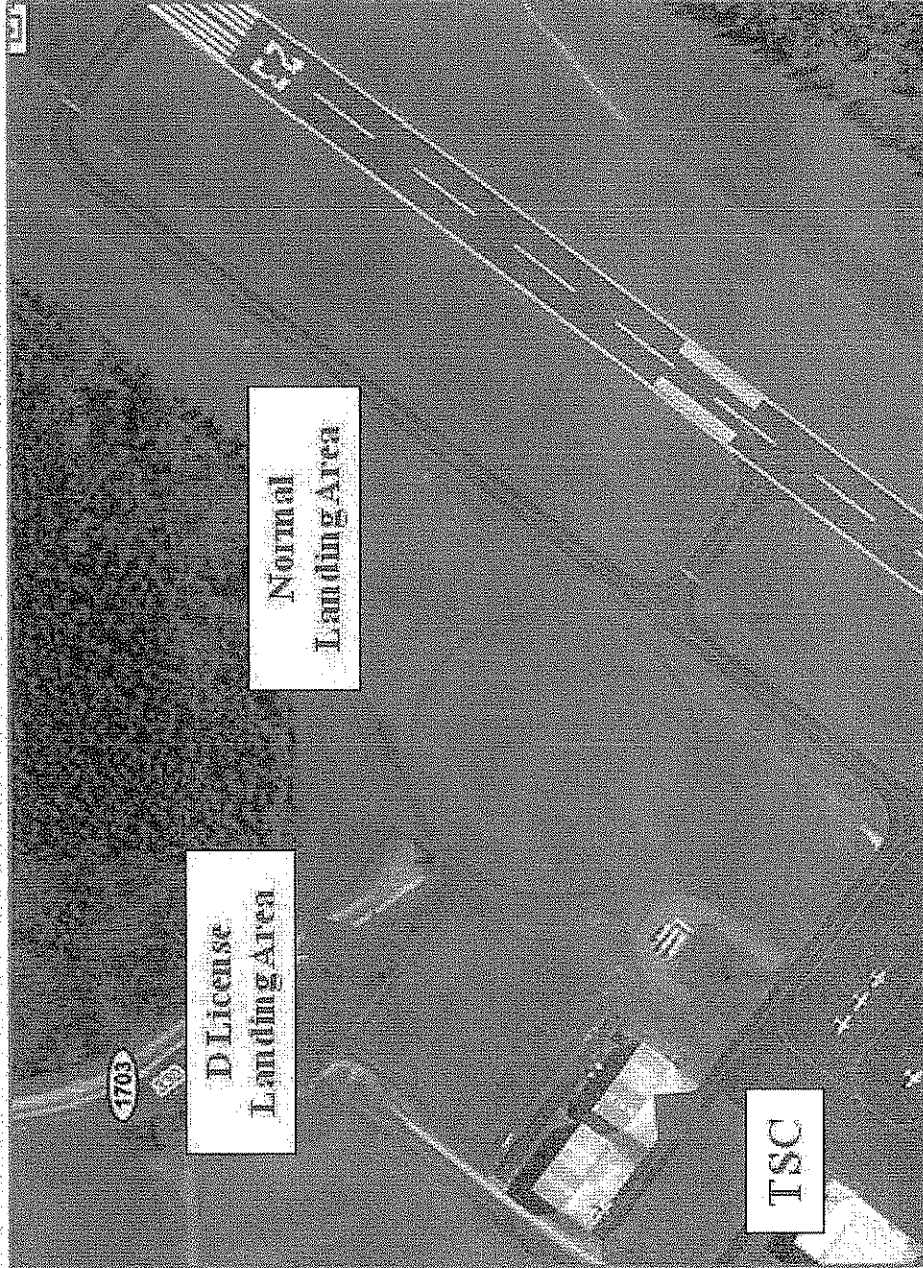


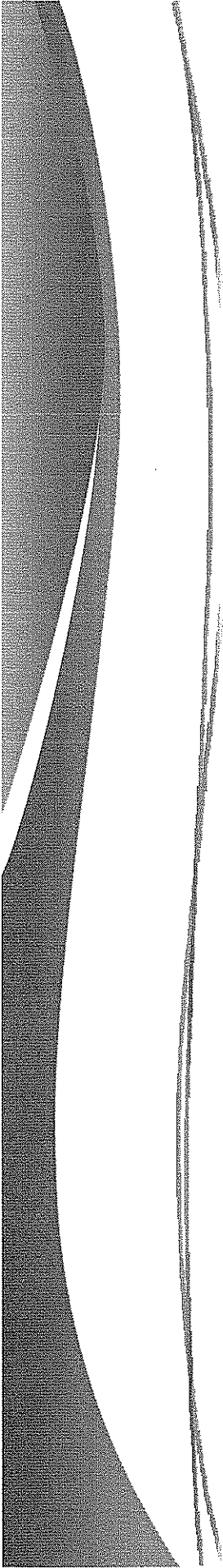
Cottonwood Airport* (AZ)



*Similar (almost identical) flight separation plans, on airport property but outside of airport fence

Triangle Airport (North Carolina)

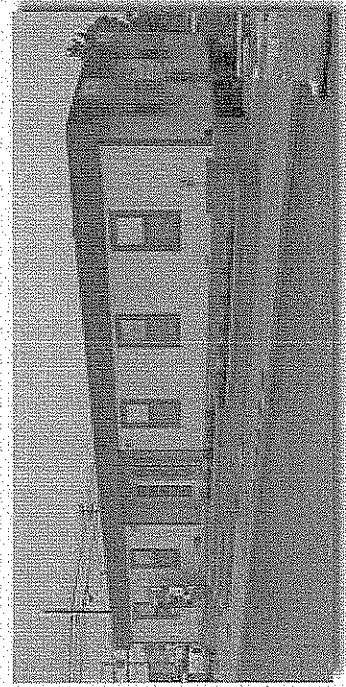
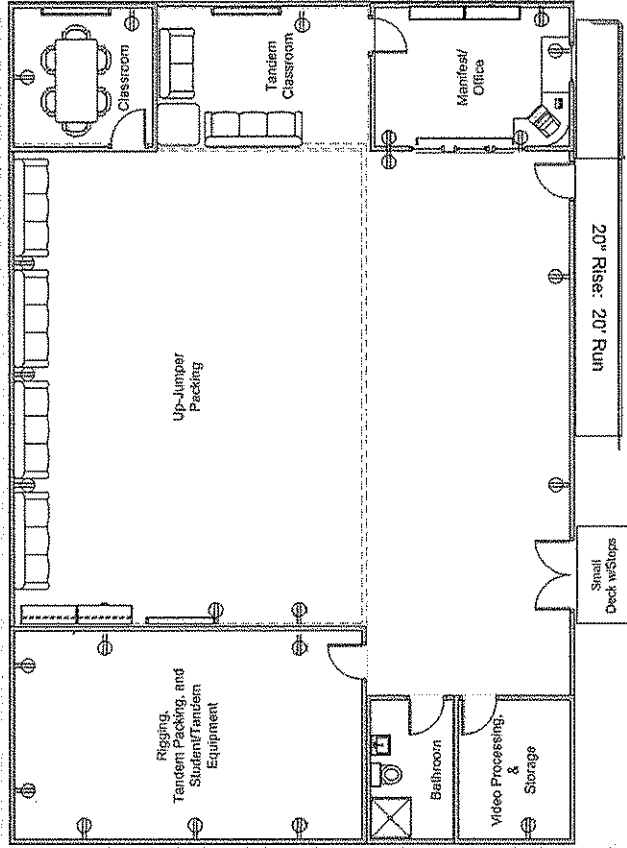




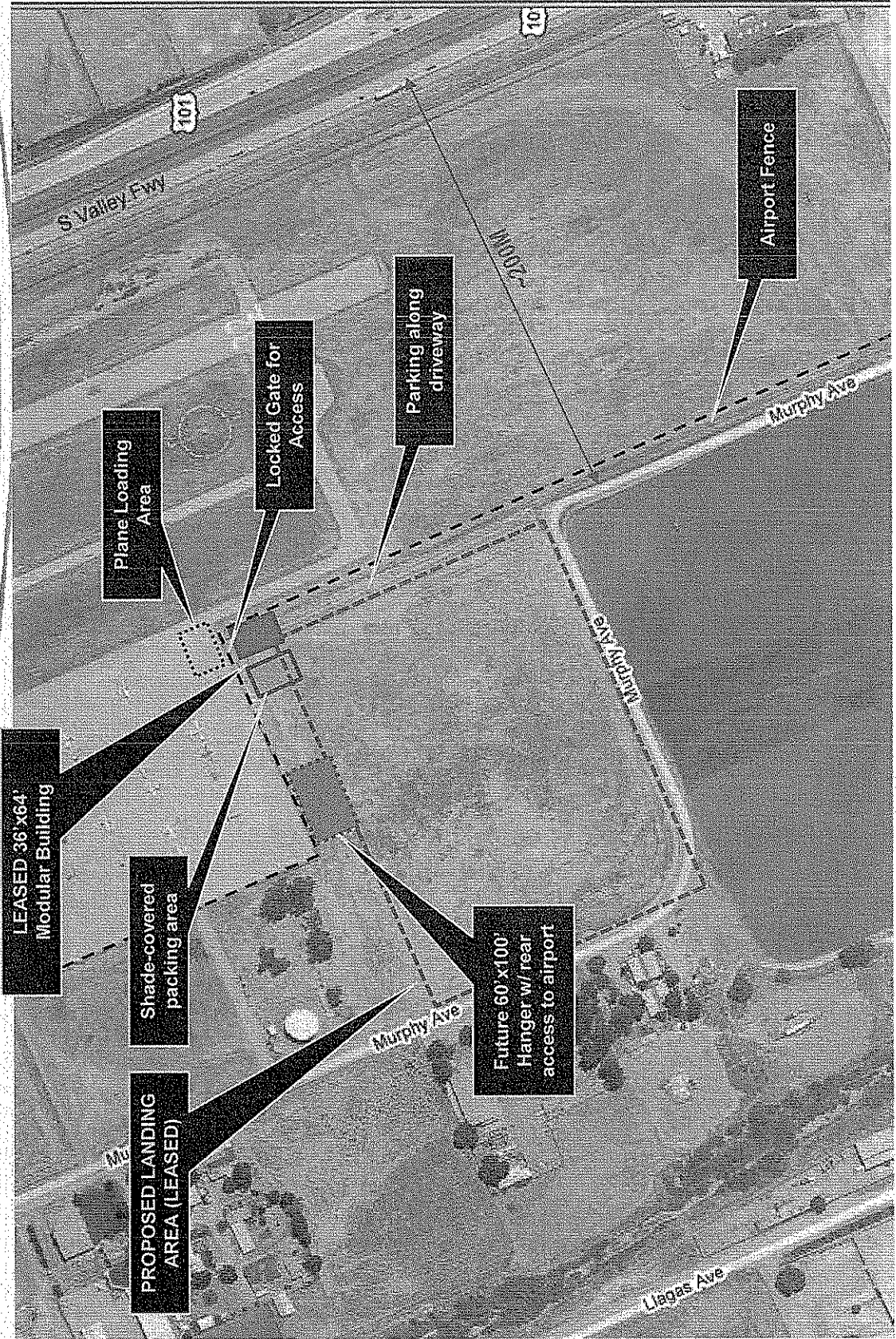
Garlic City's Physical Base of Operations

Garlic City's Manifest/ Base of Operations

- Leased "3-wide" modular office (64'x36')*
 - Manifest, Rigging, Training & Video
 - Indoor Packing, Restroom/shower
 - Alarmed
- Outdoor Shade Covering (~30x60)
 - Pole or Frame Tent
 - Outdoor packing & relaxation
 - Observer shade & picnic (eating) area



Building and Accommodations



Drop Zone Security Policies (USPA Recommendations)

Security of Skydiving Operations

Facility

Skydive operators should take steps to secure access to their facilities and aircraft, both during operations and periods of inactivity.

- **Markers**—Physical markers such as fencing, snow fences, and even “do-not-cross” tape can be employed to mark areas of restricted access, such as the flight line, maintenance area, fueling area, and aircraft parking/hangar area.
- **Signs**—Signs advising of restricted access can be erected along the barriers and in proximity to the flight line, maintenance area, fueling area, and aircraft parking/hangar area.
- **Lighting**—Outdoor lighting can be strategically placed to illuminate secure areas.
- **Aircraft Security**—Aircraft should be locked and/or disabled to prevent theft or unauthorized use. If hangared, the hangar should be locked. If parked on a ramp, after-market door locks, prop locks, or throttle locks should be used. When necessary for aircraft start, auxiliary power units and/or “start carts” should be stored in secured and locked area.
- **Airport Observation**—Skydive staff and regular customers, because they are often on the airport during hours when other aviation businesses are closed (evenings and weekends), can function as a sort of airport “neighborhood watch” program. Staff and customers should be encouraged to report any suspicious activity.

Operations

Skydive operators should also take steps to minimize or eliminate the potential for someone to hijack an aircraft or make an unauthorized jump into a security-sensitive area.

- **Observers**—Observers should be allowed on the flight deck or next to the pilot only with the utmost discretion. The operator should ensure that the observer has a bona fide purpose, such as first-jump candidate, media, etc. Even so, credentials should be checked to ensure validity. Operators should be suspicious of pilots who request right seat time especially if they are unknown and/or their flight experience is low.
- **Boarding verification**—Operators should institute practices to ensure that staff first validates each person who boards the aircraft. Visiting skydivers who are unknown to staff should have their skydiving credentials fully verified prior to boarding. Visiting skydivers, first-jump students, and novices should be subjected to gear checks designed to also detect whether a weapon is being carried.
- **Unauthorized Exit**—Jump pilots should be familiar with any nearby security-sensitive areas, and the aircraft should be maneuvered to avoid those areas. The flight path should eliminate the potential for anyone to exit the aircraft with the intention of landing near such an area.
- **Pilot Assistance**—Operators should consider always stationing near the pilot a staff person who can assist the pilot if necessary. Exit order should be employed that ensure a staff member is the last skydiver to exit, an unknown, visiting skydiver should not be allowed to exit last.
- **Pilot Observation**—Jump pilots are in an excellent position to observe activity on and around the airport, including sensitive facilities in proximity to the airport. When flying, jump pilots should be prepared to immediately report suspicious activity to ATC, or call law enforcement when on the ground.

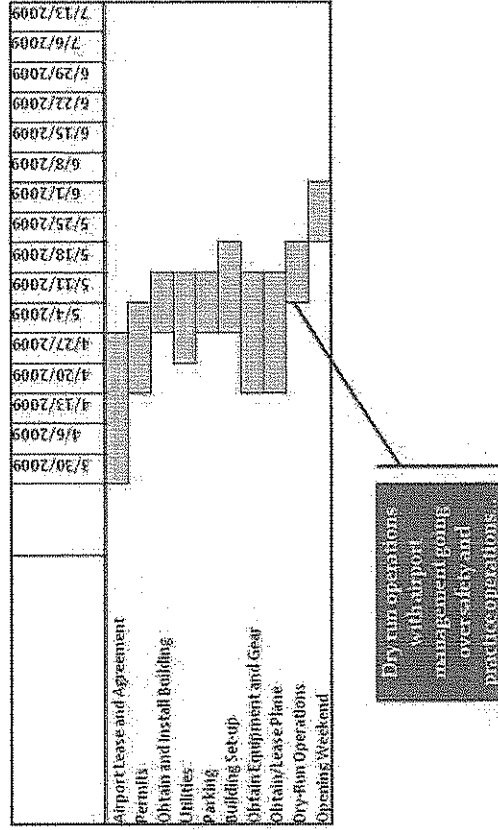
Business Start-up

- **Lease on land outside airport fence**
 - Initial 1-year lease
 - Option to extend to 5/10 years
 - Option to build 6000^{sf} building (or hanger) in 1-2 years
- **Hours of Proposed Operation**
 - Mon, Tue, Fri* – 1:00-sunset
 - Sat*, Sun – 9:00-sunset
- **“Plane Plan”**
 - Reviewing lease-options for PAC750xl, Caravan, Twin Otter, King-Air, or Beech99
 - Large plane purchase as a second option
 - May purchase C182/C206 for weekday operations
- **Financial Plan available for review**
 - Shows 3-years of operating cash w/certain revenue expectations
 - Prices, products, start-up cost assumptions

*occasional night-jumps for class-B licensed skydivers, ending no later than 11:00pm
For distribution within Santa Clara County Only

Next Steps/Timeline

- Negotiate Lease of section outside of airport fence with the county
- Obtain permits for Building
 - Two-three weeks to install once leased
- Finalize plane lease
- Obtain equipment
- Two one-day “dry/test-runs”
 - C/D licensees and Instructors - “Fine-tuning” safety, separation, jump-run
 - Dry-run of Emergency procedures
 - Review of operational procedures

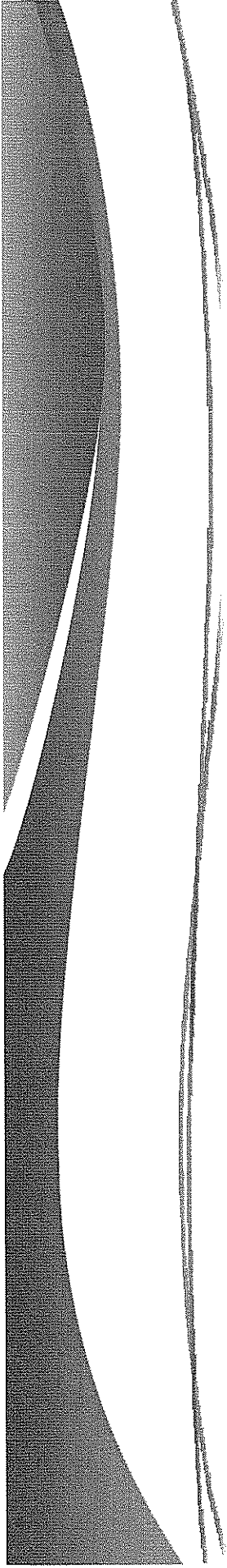


In Closing...

- Skydiving is a “Legitimate Aeronautical Activity”, regulated by the FAA
- The USPA works with FAA to generate BSRs, with safety and training always the main focus
- South County Airport offers a safe and fantastic location that can host a skydive operation
- Partnering with the County and the USPA, Garlic City Skydiving can grow into a successful business, bringing a significant amount of spending into the South County area
- As a successful operation, Garlic City Skydiving will increase operations enabling additional Federal Funds to the airport, and provide a significant amount of fuel and maintenance business for the FBO (and surrounding community)
- *We (Garlic City Skydiving) would like to move forward with the County on obtaining rights and sign a lease agreement for the identified landing area, and begin moving forward – so we can...*
 - *Begin building and utility acquisition/ permitting/ installation*
 - *Acquiring equipment (Student/tandem skydiving rigs, Building/Office support equipment, rigging equipment, etc...)*
 - *Finalize lease on a plane*
 - *Begin planning for an early-summer grand opening*

Useful Links

- **FAA:**
 - FAR Part 91 – General Operating and Flight Rules (Includes Skydiving)
 - <http://www.uspa.org/LinkClick.aspx?link=225&tabid=205&language=en-US>
 - FAR Part 105 – Parachute Operations
 - <http://www.uspa.org/LinkClick.aspx?link=254&tabid=205&language=en-US>
 - FAA ATB: December 1995—Parachute Jumping and July 2004—Parachute Operations
 - <http://www.uspa.org/LinkClick.aspx?link=259&tabid=207&language=en-US>
 - AC 150/5190-6 Exclusive Rights at Federally Obligated Airports
 - http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/index.cfm?template=Document_Listing&keyword=150/5190-6&DocumentSelected=1
 - AC 150/5190-6 Exclusive Rights at Federally Obligated Airports
 - http://www.faa.gov/airports_airtraffic/airports/resources/advisory_circulars/index.cfm?template=Document_Listing&keyword=150/5190-7&DocumentSelected=1
- **USPA (www.uspa.org):**
 - Skydiver Information Manual (will all BSRs)
 - <http://uspa.org/SIM/Read/tabid/245/Default.aspx>
 - Skydiving and Airport Access
 - <http://www.uspa.org/AboutSkydiving/FAAUSPA/AirportAccess/tabid/211/Default.aspx>



Thank You!

Skydiver Hold Harmless Waiver

AGREEMENT AND RELEASE OF LIABILITY

In consideration for being permitted to utilize the facilities and equipment of GARLIC CITY SKYDIVING, LLC., for the purpose of parachute jumping, competition flying and other related activities, I, _____, (print full legal name) being of lawful age enter into the following agreements with GARLIC CITY SKYDIVING:

PARTIES INVOLVED IN THE AGREEMENTS

These agreements are between GARLIC CITY SKYDIVING, LLC., including its pilots, ground crews, and all of their officers, employees, sub-contractors, assistants, heirs, legal representatives, aircraft and land owners, the County of Santa Clara and SOUTH COUNTY AIRPORT, the United States Parachute Association, and assigns hereafter collectively referred to as "released parties" and myself, to include my legal representatives, spouse and family members, heirs, and assigns.

INITIAL HERE: _____

ASSUMPTION OF RISK

I am fully aware that parachuting activities, including ground instruction, flying, parachute jumping, and related activities are inherently dangerous, that injuries requiring professional medical care are not uncommon, and that serious injury or death can and has resulted from participation in parachuting activities. I understand that not all of these risks can be foreseen or prepared for, or avoided, to the extent that even if I do everything as I was trained to do and all equipment functions properly, I can still be injured or killed.

INITIAL HERE: _____

NATURE OF PARACHUTING EQUIPMENT AND AIRCRAFT

I understand that parachutes and aircraft, and their related equipment, are designed, constructed, maintained, and operated by fallible human beings. I accept that this equipment is not warranted as safe for any purpose, and that the only assurance of quality is that all equipment and aircraft have been safely used for parachuting activities in the past, but this in no way guarantees the equipment and aircraft will function properly and safely in the future.

INITIAL HERE: _____

NATURE OF PARTICIPANTS IN PARACHUTING ACTIVITIES

I recognize that pilots, instructors, jump-masters, radio operators, mechanics, my fellow parachutists and all others involved with parachuting are fallible human beings, capable of making mistakes that could result in my injury, suffering or death.

VOLUNTARY NATURE OF PARTICIPATION

I agree that parachuting is of little value to society and that I am not under any compulsion to ride in or jump from any type of flying vehicle. My participation in parachuting is only for personal satisfaction and is entirely voluntary.

INITIAL HERE: _____

RELEASE FROM LIABILITY, INCLUDING FOR NEGLIGENCE

I agree that the released parties are in no way responsible for my safety, and I release them from any liability for my safety whether or not my losses, injuries, suffering, or death was caused by their negligence, including improper action or failure to act.

INITIAL HERE: _____

Skydiver Hold Harmless Waiver

AGREEMENT NOT TO SUE

In consideration for being permitted to engage in parachuting activities by the released parties, I promise not to sue the released parties or make any claims against them for damages, injuries, suffering, or death, even if these are wholly or partially a result of negligence by the released parties. I further instruct my heirs, spouse and family members, legal representatives, and assigns to abide by my agreements with the released parties, including my promise not to sue.

INITIAL HERE: _____

OPTION TO PURCHASE A REVISED AGREEMENT

I am aware that my right to due process of law cannot be waived, and that the above promise is a contractual agreement in return for the opportunity to participate in parachuting activities. I have been offered the opportunity to purchase a revised document, omitting only the AGREEMENT NOT TO SUE, for a price of \$1000.00. I have chosen to (circle one):

A: purchase B: not purchase the revised document.

INITIAL HERE: _____

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

I agree to indemnify and hold harmless the released parties from all claims, judgments, and costs. Including attorneys fees, incurred in connection with any actions brought as a result of my participation in parachuting activities.

INITIAL HERE: _____

ACCEPTANCE OF FINANCIAL RESPONSIBILITY

I understand that the released parties have no personal accident or general liability insurance. I agree that I am solely responsible for any expenses, medical or otherwise, that I may incur from participation in parachuting activities. I also agree that the released parties are in no way responsible to me, my spouse and family, or my heirs for any hardship from loss of income or from expenses that may result from my injury or death. Furthermore, I agree to indemnify the released parties for any loss, liability, damage, or cost that they may suffer due to my presence in or upon their facilities and equipment.

INITIAL HERE: _____

CONTINUATION OF OBLIGATIONS

I agree that all of the terms this document apply any time now and in the future that I am engaged in parachuting activities at GARLIC CITY SKYDIVING, LLC., or any other location where GARLIC CITY SKYDIVING, Inc. is involved.

INITIAL HERE: _____

VENUE, ARBITRATION, ENFORCEMENT, AND AMBIGUITIES

I agree that any actions arising from my participation in parachuting activities will be submitted to arbitration by an arbitration board chosen by the released parties and that I will abide by the decisions of this board. I further agree that jurisdiction for any legal action arising out of matters that are the subject of this document will be in Santa Clara County, California. I also agree that any ambiguities in this document shall be construed in the favor of the released parties, and that if any one clause of the document is deemed invalid, the balance of the document will nonetheless continue in full legal force.

INITIAL HERE: _____

Skydiver Hold Harmless Waiver

MEDICAL STATEMENT

I recognize that parachuting is a strenuous, athletic endeavor and that parachutists are subject to health risks not normally associated with other sports. I hereby certify that I DO NOT suffer from physical infirmities that affect my ability to safely engage in parachuting and its related activities, and that I am not and have never been under treatment for the following conditions:

1. High or low blood pressure
2. Fainting spells or convulsions
3. Cardiac conditions/diseases
4. Pulmonary conditions/diseases
5. Nervous disorders
6. Shortness of breath
7. Kidney or related disease

To the best of my knowledge, I am not currently pregnant.

Parachuting under the influence of drugs or alcohol is prohibited by Federal Aviation Regulations and GARLIC CITY SKYDIVING, LLC's rules. I further agree not to participate in skydiving while under the influence of alcohol or drugs of any kind. I understand that GARLIC CITY SKYDIVING, LLC's staff is in no way qualified to offer opinions about medical conditions and how they could be affected by skydiving.

INITIAL HERE: _____

FREEFALL PHOTOGRAPHY

Because the nature of skydiving photography is unpredictable, I agree that if I decide to hire a photographer to take a video or still photos of my jump, I am doing so at my own risk. I understand that GARLIC CITY SKYDIVING, LLC, offers no warranty, expressed or implied as to the quality, quantity, or suitability of any or all videos or photos taken of my jump. I also understand that if any photography fails to turn out I am not entitled to a refund of any kind.

INITIAL HERE: _____

COPY THE FOLLOWING STATEMENT IN FULL TO SIGNIFY UNDERSTANDING

"I realize that skydiving is an inherently dangerous sport which may result in my injury or death."

By signing this document, I am giving up important legal rights in exchange for the opportunity to participate in parachuting activities. I understand that this document can and will be used against me in a court of law, and that similar documents have been upheld in several states. However, I fully consent to all of the terms of this document and am signing it with complete understanding and of my own free will. I also understand that there are many other parachuting centers that offer similar services to this one but I have chosen to engage in parachuting activities at GARLIC CITY SKYDIVING, LLC., in spite of the above warnings.

PARTICIPANT'S SIGNATURE

DATE

WITNESS SIGNATURE

DATE

Certificate of Insurance

February 23, 2009

Named Insured: The Individual Members of the United States Parachute Association

Company: StarNet Insurance Company

Policy Number: BA09M1008S

Effective Date: 12:01 AM March 1, 2009

Expiration Date: 12:01 AM March 1, 2010

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to herein

Membership Jump Coverage at a USPA Drop Zone

Limits of Liability

Combined Single Limit Bodily Injury and Property Damage Liability:	\$ 50,000 . Per Occurrence \$1,000,000. Aggregate
--	--

Additional Insured only as Respects Operations of the named insured:

with whom we agree, if possible, to notify 30 days before date of cancellation if policy should be cancelled, but the Company shall not be liable in any way for failure to give such notice.

Insurance Technologies & Programs
A Division of Air Capital Insurance, LLC
P.O. Box 148
Wichita, KS 67202



Authorized Signature

[DATE]

[NAME], Manager
[ATC FACILITY]
[ADDRESS]
[CITY, STATE, ZIP]

Dear Mr./Ms. _____:

In accordance with CFR 105.25(c), this is written notification that [DZ NAME] intends to conduct a series of parachute operations at the [_____] Airport near [CITY, STATE] from [15 DAYS HENCE] through December 31, 2009. All parachute jumps will be conducted in Class E and G airspace. In accordance with CFR 105.15(a), I offer the following information:

- (1) Date and Time. Parachute operations will commence on [DATE], starting at [TIME].
- (2) Size. Most jumps will be contained within a [TWO/THREE]-nautical mile radius centered on the [_____] Airport.
- (3) Location. The jump operation will be centered on the [_____] Airport which is [] NM from the [_____] VOR on it's []-degree radial.
- (4) Altitudes. The primary jump altitude will be [_____] feet above mean sea level. There may be occasional jumps at lower and higher altitudes.
- (5) Duration. Operations will be primarily on weekends from sunrise to sunset, with occasional weekday operations from noon to sunset. [OR DAILY]
- (6) Contact Person. Please consider me the contact person for the operation: [NAME, ADDRESS, PHONE, CELL]
- (7) Aircraft. We will primarily use a [_____] aircraft, registration no. N_____, with other aircraft used occasionally.
- (8) ATC Facility. In accordance with CFR 105.13, radio communication will be established with [NAME OF ATC FACILITY] at least five minutes prior to each jump. I will contact you directly for the appropriate radio frequency.

Please contact me at the above address and phone number if you have any questions.

Sincerely,

[NAME, TITLE]
[DZ NAME]
[ADDRESS]
[PHONE]

Security of Skydiving Operations

Facility

Skydive operators should take steps to secure access to their facilities and aircraft, both during operations and periods of inactivity.

- **Markers**—Physical markers such as fencing, snow fences, and even “do-not-cross” tape can be employed to mark areas of restricted access, such as the flight line, maintenance area, fueling area, and aircraft parking/hangar area.
- **Signs**—Signs advising of restricted access can be erected along the barriers and in proximity to the flight line, maintenance area, fueling area, and aircraft parking/hangar area.
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- **Pilot Observation**—Jump pilots are in an excellent position to observe activity on and around the airport, including sensitive facilities in proximity to the airport. When flying, jump pilots should be prepared to immediately report suspicious activity to ATC; or call law enforcement when on the ground.

INVOICE

INVOICE # [100]
DATE: APRIL 21, 2009

Faustino Marks Insurance

19510 Van Buren #287
Riverside, CA 92508
Phone (951) 780-6375
Fax (951) 780-7348
Hollyd.insurance@yahoo.com
CA License # 0E0 9374

TO Garlic City Skydiving
240 Santa Clara Ave.
Gilroy, CA 95020

DESCRIPTION	AMOUNT
<p>Non-Admitted / A Rated A.M. Best</p> <p><u>General Liability Insurance Policy 2008-2009</u> General Aggregate: \$2,000,000 Products Completed Operations: excluded Personal & Advertising Injury: \$1,000,000 Each Occurrence: \$1,000,000 Damage To Premises Rented To You: \$100,000 Medical Expenses Per Person: \$1,000 Deductable: \$1000</p> <p><i>* Subject to favorable inspection & compliance to all recommendations</i> <i>* Annual term policy</i></p> <p>_____ Date _____</p> <p>Signature</p>	<p style="text-align: right;">\$5814*</p> <p style="text-align: right;"><u>Payment Option</u> \$1990 Down and 9 Installments of \$425</p>
TOTAL DUE	\$5814*

Make all checks payable to: Faustino Marks Insurance
***INCLUDES ALL INSPECTIONS/CERTIFICATES/AGENCY FEES \$300 (FULLY EARNED)**
THANK YOU FOR YOUR BUSINESS!



From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Cc: eric@countyairports.org; [Michael Murdter](#); randyo@uspa.org; [Jeff](#)
Subject: Garlic City Skydiving: Discussion notes w/you this morning.
Date: Thursday, April 30, 2009 9:44:57 AM

Carl,

Thank you again for the short discussion today regarding Garlic City Skydiving's business proposal and airport access to South County Airport.

To recap the highlights of our discussion:

You stated that you had discussions with NorCal TRACON, and that NorCal TRACON defaulted to whatever the FSDO said with respect to skydiving in Class E airspace over South County Airport - and that in your discussions with the FSDO sometime last week, the FSDO replied that skydiving was unacceptable because of the air traffic within the San Jose approach corridor.

Denying an FAA-recognized aeronautical activity in class E airspace is outside the scope of the FSDO's chartered responsibility.

I'm sorry I did not ask during our discussion on the phone, but an "official" documented response should have been obtained in writing or e-mail by the county from the FSDO regarding this rejection - along with the specific contact(s) at the FSDO with whom this was discussed and who made this "decision". When asked, you also could not find or recall the name of the person you spoke with at the FSDO - we would like to contact this person to discuss this matter.

Please send me this information for my records as soon as conveniently possible - so we can resolve this issue in a speedy manner.

Additionally, I have not received any "official" documented response from the county to-date regarding our proposal, giving us no visibility to any progress being made within the county on the status of the proposal, on any county efforts to progress the proposal forward. Please let me know how this proposal is progressing in the county and what efforts are underway.

Thank you,

Jeff Bodin, a.k.a., Garlic City Skydiving
408.666.6029

From: [Jeff Bodin](#)
To: [Carl Honaker](#); [Michael Murdter](#)
Cc: randyo@uspa.org; [Jeff](#)
Subject: Meeting Summary and Initial Thoughts from Yesterday (Garlic City Skydiving)
Date: Thursday, May 07, 2009 1:11:33 PM



Carl,

Thank you for your time yesterday. To summarize our discussion -

- South County Airport agrees to allow Garlic City Skydiving to use the proposed/identified landing area in our proposal for skydivers (although specific details with respect to fees have not been solidified, and no formal written agreement has yet been drafted),
- Santa Clara County's largest concern is that there is no "skydiving" factored into the current "Airport Master Plan", and the County has significant concerns with respect to revising the Plan to specifically call out skydiving in it,
- The County cannot and will not lease a small portion of land on the proposed landing area - or any other area of airport property - as the county believes it will require modification of the Master Plan, require the County submit open-bid RFQs for any potential leases of airport property for business purposes, and interrupt current ongoing Environmental Impact studies,
- The County will not lease one or more hangers for the purpose of Garlic City to run their aeronautical business out of, and
- The County recommends "leasing" of land adjacent to the airport for "through-the-fence" access.

Several of these points, we believe, are outside the County's commitments to the Federal Airport Improvement Grant's Compliance Agreement. We believe under the terms of the Airport Improvement Grants that the County is required to work with proposed aviation-related businesses - specifically concerning the housing of such a business. We will be discussing the County's positions as listed above with the Airport Compliance office for review, and will consider filing an official complaint if we cannot come to an agreement on housing the business on airport property.

That said, we are also very interested in your "out-of-the-box" proposal for Garlic City Skydiving to take-over and lease the building currently occupied by the Lions Club. Garlic City Skydiving may be willing to enter into a long-term lease (with rights-of-renewal) at fair market value for the land and building. As part of a lease agreement, we would also like the County to ensure that we would have the opportunity to add an additional "garage-like" (~3000 sf) building on the property at some point in the future.

As part of a lease, Garlic City Skydiving would be willing to:

- Care, upgrade and upkeep of the building and surrounding grounds - including update of the landscaping, parking areas and painting-of-the-building to give the grounds a more "modern-day" and "professional" look
- Care, upgrade and upkeep of the park - along with guaranteed public access and usage during our hours of operation (although we would reserve the right to charge a small fee and require scheduling of groups of 10 or more)
- Premises Liability Insurance on the property and the grounds
- Hospitality to transient pilots (coffee, phone, etc...)
- Allow the Lions Club to conduct weekly or monthly meetings during the weeknights (Monday-Thursday)
- Allow continued parking of a single trailer owned by the Lions Club (their public-charity medical "bus")

We also see several benefits to both the County and Garlic City with this "out-of-the-box" proposal:

- A localized area for skydivers to rest-and-relax near-enough to the airport to meet the skydiver's

needs - yet away from hangers, taxi-ways, runways, aircraft and other airport activities and equipment,

- A place for the airport's pilots to visit, relax, unwind and refresh between flights,
- A nice and well-kept (and updated) park that can be used by the public. and
- Closure of any Federal Airport Compliance issues related to housing of Garlic City's business.

We believe the County should consider eliminating any "bidding" for the property by offering Garlic City Skydiving a long-term lease and accepting a fair-market rate (as determined by an independent appraisal using comparable San Martin leasing rates). With respect to charging fees for the use of the proposed landing area, we believe that use of the landing area should be at no cost. The airport's costs will be covered by Garlic City's significant fuel purchases and tie-down fees (consistent with other aircraft and airport users) - and we are not requesting exclusivity of the landing area. We would also like to reserve the right to maintain the landing area with respect to any needed tilling/mowing as we see fit. And, we will need a "use-agreement" between the County and Garlic City for the landing area that highlights these points.

Again, thank you for your time yesterday - I will be contacting you Monday afternoon regarding the County's position on re-evaluating building access on the airport and the County's commitment to be compliant within the terms of the Grant Assurances, as well as the County's position on leasing the Lions Club land and building to Garlic City Skydiving. We are quickly approaching skydiving's best time of year, so any expedience you can assist with in driving this proposal through the County will be greatly appreciated on our part.

Sincerely,

- Jeff



From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Subject: County Building?
Date: Tuesday, May 19, 2009 10:45:57 AM

Carl,

I've left several voice-mails/messages on your answering machine/with your admin last week - I realize that you had the "fly-in" last week at E16 and were most likely swamped.

Can you please let me know if the Lion's club building that is owned by the County is a viable option we can work together to make happen? Other than repairs to the building and the park area, it would work well (and we would be willing to provide the "elbow grease"). Additionally, there is land in that "square" behind the park which a building/modular could be put on which would work as well.

Lastly, would there be any consideration by the County to putting a modular/steel building next door to the Spay Clinic on ~1/2 of an acre? Its removal isn't mentioned in the Master Plan, and appears to be in the "safe-zone" based on the future runway's proposal. That location would be a short-walk/ride from the landing area, but still very workable.

I have contacted some of the adjacent farmers, and those that I have contacted have their land leased out already.

Thank you,

Jeff
408.666.6029.



From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Subject: Would like to finalize an agreement...
Date: Tuesday, February 16, 2010 5:38:00 PM

Carl,

Now that the FAA has finished their review and have approved South County Airport for use for our skydiving operation, I want to work with you in getting a final agreement in place with the County.

At your request, I have been working with Gary and Judy at the FBO. I believe they have space to support our operation. Both Gary and Judy have been very helpful, and are very excited that our business proposal will bring additional business and visibility to the airport.

With respect to a landing area, we are not requesting use of all 14 acres, as we would only need to use a small fraction of it (preferably a small section of the SW corner of the field). I also would like to know what you had in mind for SASO/airport usage. As long as we're consistent with other SCC airport users (per AC150/5190-7), I don't see any concerns from my side.

We would like to get our business on-line for the spring season and be ready to open for business once the rainy-season starts to wrap up (April-ish) - and it will take a couple of months to get our facility in place and all of our procedures worked out. Your assistance in helping us meet this time-line is appreciated. I did try to contact you this morning and left a voice-mail. Also, you can feel free to call me at 408.666.6029 anytime.

I look forward to working together with you and your staff to make this a successful - and safe - operation.

Sincerely,

- Jeff

From: [Jeff Bodin](#)
To: [Carl Honaker](#)
Subject: Landing Area Needs for Garlic City Skydiving...
Date: Friday, February 19, 2010 9:49:46 AM



Carl,

Thank you for your time today.

For an identified landing area, we will need a three acre square on the south-west corner of the airport. This area should provide us plenty of room with some safety buffer, and is larger than the identified landing areas skydiving operations in use at Lodi, Cottonwood (AZ), Eloy (AZ), and Monterey.

Under normal conditions, our skydivers will land in this identified area. Please understand that in the rare event that a skydiver initiates any emergency procedures, our operational and safety policies will highlight that finding a safe area to land - anywhere - supersedes the canopy pilot's responsibility to land in the identified landing area.

Lastly, as part of our metrics to monitor and improve safety, anyone who lands outside the identified area for any reason will be required to report it to our manifest - so we can identify the cause and continually improve and address safety and training.

I will call you next Friday morning to check in.

Thanks,

- Jeff

p.s., we are in the process of incorporating, so all documents/agreements should reference "Garlic City Skydiving, Inc."

County of Santa Clara

Roads and Airports Department

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



DATE: August 3, 2010

TO: Honorable Board of Supervisors
Jeff Smith, County Executive
Miguel Márquez, County Counsel

FROM: *MJM* Michael Murdter
Director, Roads & Airports Dept.

SUBJECT: Skydiving at South County Airport

EXECUTIVE SUMMARY

This memorandum sets forth the Roads and Airports Department's recommendation relating to the proposed skydiving operations at South County Airport and the technical analysis supporting the recommendation. This memorandum does not duplicate the background information and details relating to the proposal that are already covered in County Counsel's memorandum.

RECOMMENDATION

Disapprove the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone (LZ) on South County Airport (Airport) property.

REASONS FOR RECOMMENDATION

The conduct of skydiving operations, whereby the skydivers attempt to land at a designated LZ on Airport property, presents several significant risks which, in the Department's opinion, cannot be adequately mitigated. The two broad categories of safety risks relate to (1) the potential for conflict between a skydiver and an aircraft and (2) the potential for a skydiver to miss the LZ. Each of these safety risks is discussed in detail below.

A. Potential conflict between skydivers and aircraft.

The airspace directly above and adjacent to South County Airport is a very busy corridor for commercial aircraft flying into Mineta San José International Airport (SJC), as shown on Attachments A - D¹. Commercial jets on approach to SJC fly at an altitude of 4,000 to 8,000 feet above mean sea level (MSL) in the vicinity of the Airport. The skydivers, however, will jump from an altitude of 12,000 to 15,000 MSL, which means that they will *descend through the very airspace* used by the large commercial jets on approach to SJC. The airspace around the Airport is also a very busy corridor for pilots flying between the Bay Area and other airports in southern and central California under Visual Flight Rules (VFR). **According to recent flight track data obtained from SJC, an aircraft flies over the Airport vicinity every 2.5 minutes between 8:00 am and 8:00 pm.**

In the Class E airspace above the Airport, aircraft are not assigned a heading or altitude by air traffic control; in fact, in Class E airspace aircraft are not even required to contact air traffic control. In other words, when flying under VFR in Class E airspace, collision avoidance is the sole responsibility of the pilot. Since the Airport does not have a control tower, this responsibility extends to landings and take-offs as well.

The FAA has attempted to mitigate the risk of potential conflict between a skydiver and an aircraft by establishing nine conditions (Attachment E) that, in essence, boil down to a program based solely on communication and awareness. The following examples briefly illustrate some of the inherent shortcomings of the FAA's plan:

- The FAA's conditions require that a Notice to Airmen (NOTAM) be issued whenever the LZ is active. The LZ is in close proximity to the Airport's takeoff and landing pattern. Therefore, it is essential that pilots in the vicinity of the airport be aware that the LZ is active and refrain from flying through the airspace used by the skydivers. Yet pilots flying over the Airport through

¹ Attachment A is the Instrument Landing Depiction for Mineta San Jose Int'l Airport (SJC). This approach plate is used for the Instrument Landing System (ILS) precision approach into SJC. Aircraft using this approach would fly from the "Gilro" Intersection to intercept the final approach course and in doing so would fly directly over San Martin.

Attachment B is a portion of the Enroute Low Altitude Navigation Chart Depicting V-485 Route over South County Airport. This airway is used for both Instrument Flight Rules (IFR) and Visual Flight Rules (VFR) flights transiting this area. Aircraft can be as low as 4,600 feet and up to 18,000 feet flying on this airway.

Attachment C is a portion of the VFR Sectional Chart depicting airspace over South County Airport and provides a good visual depiction of the terrain and developed community boundaries between San Jose and Gilroy. Note the Caution Box describing High Volume of Traffic from 11,000 down to 6,000 feet from Licke Intersection (near Hwy 85-101 merge) south to the Hollister Airport. This pertains primarily to airline traffic to/from San Jose.

Attachment D depicts the flight tracks of aircraft in the vicinity of South County Airport in the 12-hour period between 8:00 am and 8:00 pm on Friday, July 30, 2010. The red lines indicate commercial traffic inbound to SJC. The green tracks indicate commercial traffic outbound from SJC and the blue lines indicate all other traffic. South County Airport is depicted by the white cross in the center.

Class E airspace under VFR flight conditions may not be aware of the NOTAM unless they have checked their flight planning beforehand, through the FAA's Flight Service Station system. Consequently, some pilots may not be aware of the skydivers and will not be on notice to look out for them.

- The FAA's conditions also require the skydiving jump aircraft to communicate with regional traffic control and other aircraft during jump activities. However, only those aircraft intending to land or take off at the Airport would typically monitor the Airport advisory frequency because the frequency is only used by pilots to self-clear take offs and landings at the Airport. Aircraft in the vicinity of the Airport, but not monitoring the Airport advisory frequency, would not be notified of the skydiving. And if the jump aircraft pilot - who will be very busy - forgets to make the radio call to either the regional traffic control center or the Airport advisory frequency, there could be multiple commercial and general aviation aircraft that would be unaware of the skydiving activity.

Staff does not believe the FAA's conditions are sufficient to mitigate the risk of potential conflict between a skydiver and an aircraft. Each of the FAA's nine conditions would have to be executed perfectly for every jump in order to avoid a mishap. There is simply too much potential for a miscommunication or lack of awareness on the part of a pilot or skydiver to cause a deadly accident. Nationwide, an average of two skydiving-related fatalities per month occurred in 2008-2009.

B. Potential for a skydiver to miss the LZ.

The skydivers will jump from an altitude between 12,000 and 15,000 feet MSL over either Morgan Hill, Gilroy or the unincorporated area depending on wind speed and direction. Since the LZ is small and in close proximity to the Airport runway, Highway 101, and the adjacent San Martin community, landing on it will require pinpoint accuracy, and any miscalculation by the jumpmaster or the skydiver, shift in the wind speed and direction, or equipment malfunction could cause the skydiver to miss it. If the skydiver misses the LZ then they will land on the runway, the highway, or adjacent private property. The likelihood for disastrous results is obvious for any of these alternative sites. If a skydiver experiences a primary parachute failure and utilizes the reserve parachute, the "cutaway" parachute could drift with the wind onto the highway or power lines.

The FAA's sole condition relating to the risk of landing somewhere other than the LZ is to require jumpers to be briefed to remain clear of the runway and stay within the designated drop zone. We highly doubt that a jumper would intentionally land on the runway, or anywhere else outside the drop zone for that matter. It is inevitable that, sooner or later, a skydiver will miss the LZ.

Staff compared the proposed skydiving operation at the Airport to five other General Aviation airports in Northern California that currently have a LZ on airport property or propose to establish a LZ on airport property. In each case, the established LZ is much larger than three acres and therefore allows for a larger margin of error on the part of the skydiver.

It is important to note that disapproval of the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone (LZ) on Airport property in no way prevents Garlic City Skydiving from conducting skydiving operations using a LZ on private property off-airport. Using an off-airport LZ located a sufficient distance from the Airport would alleviate the safety concerns identified above. No approval from the County would be necessary to conduct skydiving operations using an off-airport LZ, nor would any change to the County's existing insurance be required.

SAN JOSE, CALIFORNIA

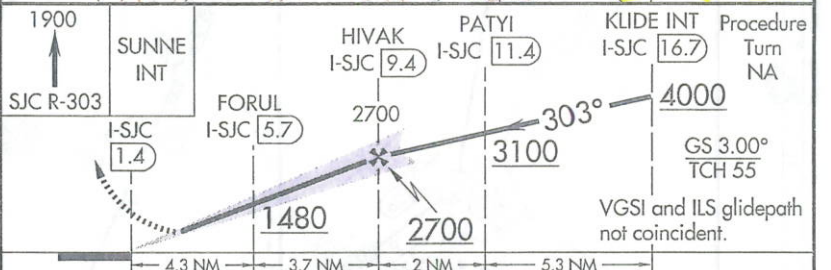
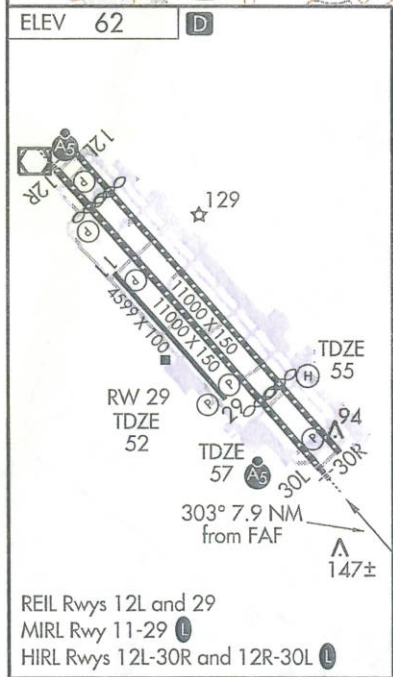
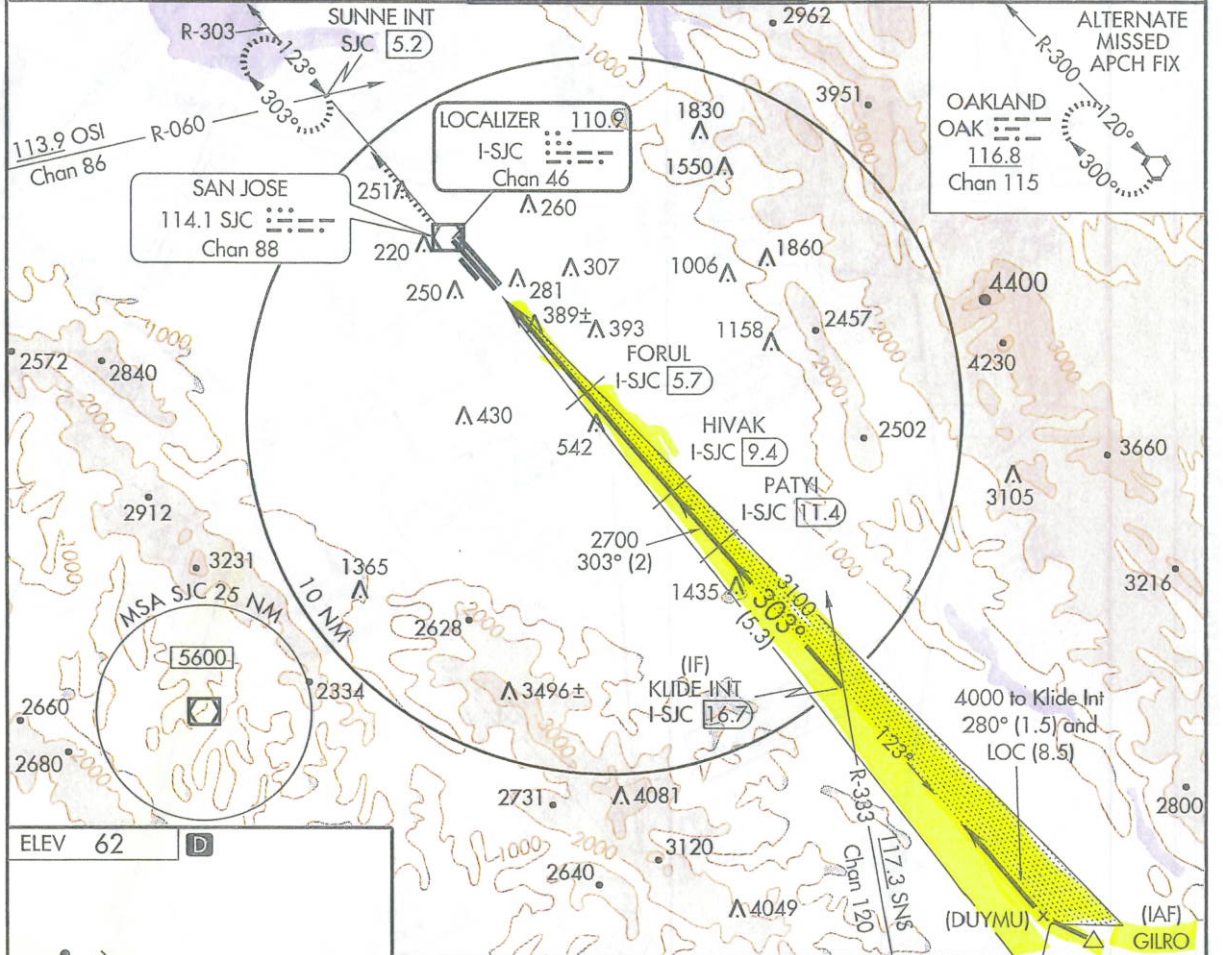
AL-693 (FAA)

ILS or LOC/DME RWY 30L

LOC I-SJC 110.9 Chan 46	APP CRS 303°	Rwy Idg 30L 7605 TDZE 57 Apt Elev 62	Rwy Idg 30R 7479 TDZE 55 Apt Elev 62	Rwy Idg 29 4599 TDZE 52 Apt Elev 62	SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)
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DME required.
*RVR 1800 authorized with the use of FD or AP or HUD to DA.
MALSR
Rwy 30L
MISSED APPROACH: Climb to 1900 via the SJC R-303 to SUNNE Int and hold.

ATIS 126.95	NORCAL APP CON 120.1 290.25	SAN JOSE TOWER * 124.0 (CTAF) 0 257.6	GND CON 121.7	CLNC DEL 118.0
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CATEGORY	A	B	C	D
S-ILS 30L	*257/24 200 (200-1/2)			
S-LOC 30L	640/24	583 (600-1/2)	640/50 583 (600-1)	640/60 583 (600-1 1/4)
SIDESTEP RWY 29	640-1	588 (600-1)	640-1 1/2 588 (600-1 1/2)	640-2 588 (600-2)
SIDESTEP RWY 30R	640-1	585 (600-1)	640-1 1/2 585 (600-1 1/2)	640-2 585 (600-2)
CIRCLING	NA			

SAN JOSE, CALIFORNIA
Amdt 22A 09295

SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)

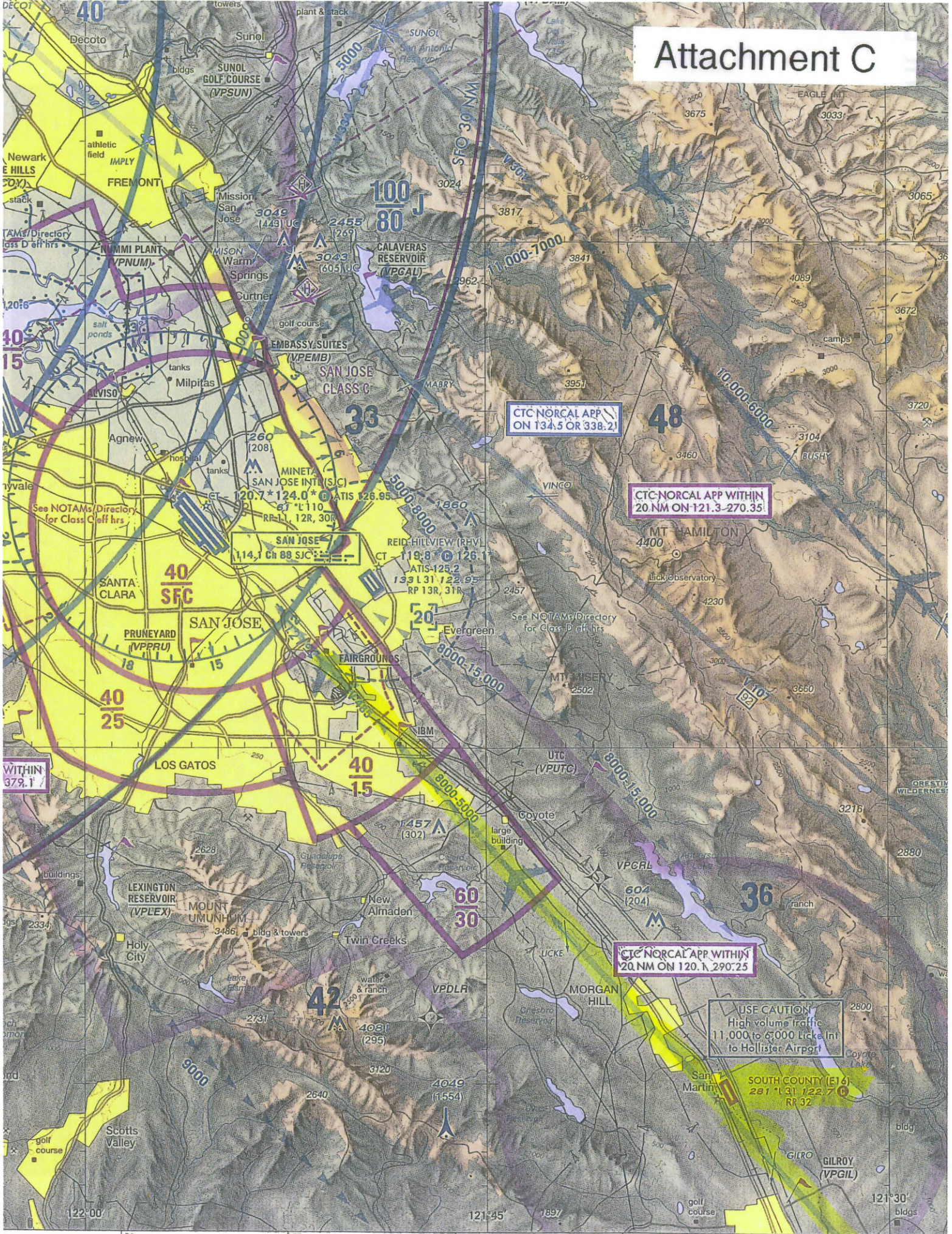
37°22'N - 121°56'W

ILS or LOC/DME RWY 30I



Attachment B

Attachment C



CTC NORCAL APP ON 134.5 OR 338.2

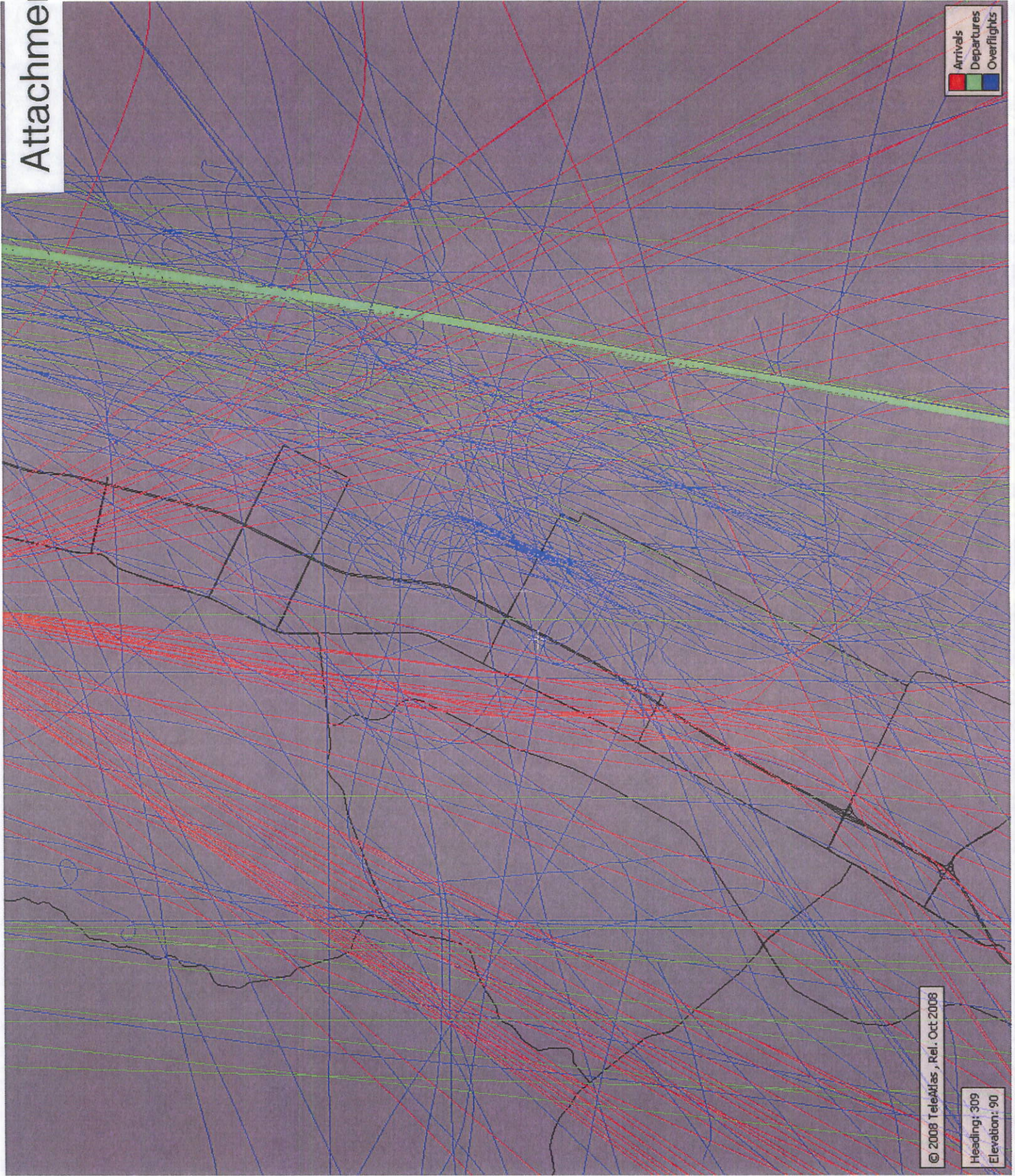
CTC-NORCAL APP WITHIN 20 NM ON 121.3-270.35

WITHIN 379.1

CTC-NORCAL APP WITHIN 20 NM ON 120.1, 290.25

USE CAUTION
High volume traffic
11,000 to 6,000 Lick Int
to Hollister Airport

Attachment D



Arrivals
Departures
Overflights

© 2008 TeleAtlas, Rel. Oct. 2008

Heading: 309
Elevation: 90



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. Raciore 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.

From: Elizabeth Pianca
To: ["Jeff Bodin"](#)
Cc: [Orry Korb](#)
Bcc: [Susan Swain](#)
Subject: Re: Conference Call Notes from Today...
Date: Monday, August 16, 2010 11:15:00 AM



Mr. Bodin:

Thank you for sharing the summary of your notes that you prepared based on the discussion on 08/12/2010.

Orry and I have reviewed your notes and believe they need some clarification, which are identified below in **yellow highlight** and ~~strikethroughs~~.

Elizabeth

Elizabeth G. Pianca
Deputy County Counsel
County of Santa Clara
70 W. Hedding Street
9th Floor, E. Wing
San Jose, CA 95110
tel: 408-299-5920
fax: 408-292-7240

The information in this email is confidential and may be protected by the attorney-client and/or work product privileges. If you are not the intended recipient of this email or received this email inadvertently, please delete it. Thank you for your cooperation.

From: Jeff Bodin [mailto:jlbodin@yahoo.com]
Sent: Friday, August 13, 2010 7:15 AM
To: Orry Korb; Elizabeth Pianca
Subject: Re: Conference Call Notes from Today...

My bad - date below is today's, it should be yesterday's, 8/12/2010.

- Jeff

From: Jeff Bodin <jlbodin@yahoo.com>
To: orry.korb@cco.sccgov.org; Elizabeth Pianca <Elizabeth.Pianca@cco.sccgov.org>
Sent: Fri, August 13, 2010 6:48:17 AM
Subject: Conference Call Notes from Today...

Mr. Orry Korb, County Counsel, Santa Clara County
Ms. Elizabeth Pianca, County Counsel, Santa Clara County.

Thank you for taking the time today to explain what the issues are with Garlic City Skydiving's proposal to land our customers at South County Airport. Following is a summary of the main points of our discussion (8/13/2010). Please let me know if I have missed anything.

Notes -

As explained by Mr. Korb, the issues the County has with our proposal is not related to an "Insurance Issue", as was initially communicated to me by Supervisor Gage.

Roads and Airports will recommend to the Board of Supervisors that Garlic City Skydiving's proposal to conduct skydiving at the South County Airport be denied because the operation presents several safety risks which staff believe cannot be adequately mitigated. ~~rejects our proposal, based on the Determination of Safety. Factors~~ considered into for this determination includes, but are not limited, to the following safety issues:

- The proposed landing area's proximity to the airport's traffic pattern, and the potential to disrupt this pattern. The County more accurately described this as the potential conflict between skydivers and aircraft(s) flying in the South County Airport traffic patterns.

- The size of the proposed landing area

- Proximity of the airspace to homes and highway 101. The County more accurately described this as development near the South County Airport and did not limit the discussion to "homes".

- That skydivers will drop through a fairly active airspace corridor, and this corridor includes commercial traffic. This statement essentially captures the discussion; however, included in the discussion was an explanation by the County that this airspace corridor includes commercial jet traffic flying into and out of San Jose International Airport.

- That communications to other aircraft/traffic in the vicinity cannot be guaranteed (other planes flying in the area may not be on the UNICOM frequency for South County Airport). The UNICOM frequency is one example; however, the County explained that there may be other communication problems separate from UNICOM. The County also explained that the concern relates to communication failures of traffic in the pattern or immediate vicinity of airport operations for the South County Airport.

Additionally, the County is not concerned with jumps/parachutes into areas that don't fall under the jurisdiction of, or landing at, County Airport Property as the responsibility is shifted from the County. The County explained that at this time the County is less concerned with liability associated with property that is outside the ownership and control of the County; however, the County must have more information about the location of another proposed landing zone to ensure that it does not raise any airport operation safety issues and, in particular, whether the proposed landing zone conflicts with aircraft flying in the South County Airport traffic pattern.

I asked about other aeronautical activities (ballooning, ultra-lights, etc...) and both sides agreed that it was beyond the scope of this discussion.

Finally, County Counsel acknowledged that this was more an informal discussion, and that Garlic City Skydiving (I) will receive the Roads and Airport's Recommendation (to the Board) which should be available for Publication on or before Thursday the 19th of August. The agenda for the August 24 Board of Supervisors should be posted at <http://www.sccgov.org> by the close of business on Thursday, August 19.

In closing, I appreciate your time today, and appreciate that (finally) someone in the County has

explained the County's issues and concerns. As always, feel free to contact me at this e-mail address.

Sincerely,

- Jeff Bodin (dba Garlic City Skydiving, Inc.)

From: [Carl Honaker](#)
To: Anthony.Garcia@faa.gov
Cc: Robert.Y.Lee@faa.gov; [Michael Murdter](#); [Elizabeth Pianca](#)
Subject: RE: Feedback Regarding County Deliberations for South County Airport Parachute Operations
Date: Wednesday, August 18, 2010 5:41:53 PM
Attachments: [KeyboardTransmittal 8-24-10.pdf](#)
[Landing Zone Photo attachment.pdf](#)
[ILS Approach SJC over E16.pdf](#)
[Low Altitude Chart V485 over E16.pdf](#)
[Sectional Showing Airspace over E16.pdf](#)
[SJC Plot of Flight Tracks Over E16.pdf](#)
[Landing Zone Photo attachment.pdf](#)



Tony,

The issue is on the Board of Supervisor's agenda for next Tuesday, August 24th. See the item pasted below and the attached supporting documents. If you need more amplifying info I'd be glad to provide it after the Board's decision next week.

Carl

Item 21. Consider recommendations related to proposed skydiving operations at South County Airport (Airport). (Roads and Airport Department)

Possible action:

Do not approve the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone on Airport property.

Direct staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

Transmittal RA04 082410
Attachment A (Miscellaneous)
Attachment B (Miscellaneous)
Attachment C (Miscellaneous)
Attachment D (Miscellaneous)
Attachment E (Miscellaneous)
Aerial Photo - Landing Zone at South County Airport (Miscellaneous)

-----Original Message-----

From: Anthony.Garcia@faa.gov [<mailto:Anthony.Garcia@faa.gov>]
Sent: Tuesday, August 17, 2010 2:43 PM
To: Carl Honaker
Cc: Robert.Y.Lee@faa.gov
Subject: Feedback Regarding County Deliberations for South County Airport Parachute Operations

Carl Honaker

In view of the length of time the County has consumed deliberating the skydiving proposal for South County Airport, the FAA would like to know if the County can articulate some objective and convincing reasons why skydiving cannot take place at South County Airport.

The County's delay in announcing a decision regarding skydiving does not appear to be based on clear and convincing evidence that skydiving is really problematic for South County Airport. The FAA has not been made aware of any reasons why skydiving should be restricted at South County Airport. The FAA has already concluded that South County Airport is suitable for skydiving.

Sooner or later, the County will have to make a decision to allow or prohibit skydiving. If the County allows skydiving, this prolonged impasse will disappear. If the County chooses to prohibit skydiving, the County's decision will likely be tested because this matter will not disappear.

Tony Garcia
FAA Airports Division

----- Forwarded by Anthony Garcia/AWP/FAA on 08/17/2010 02:24 PM -----

From: Jeff Bodin <jlbodin@yahoo.com>

To: Anthony Garcia/AWP/FAA@FAA

Date: 08/15/2010 12:17 PM

Subject: Fw: SCAPA Support for South County Airport Parachute Operations

Just an FYI - The local pilot's association overwhelmingly supports our proposal.

Unfortunately, the County is not listening. I should (finally) receive a rejection in writing this week, and then we'll know how best to proceed from here.

Thank you for your support and assistance,

- Jeff

----- Forwarded Message -----

From: Paul Marshall <pgmarsh@garlic.com>

To: don.gage@bos.sccgov.org; George.Shirakawa@bos.sccgov.org;

ken.yeager@bos.sccgov.org; dave.cortese@bos.sccgov.org;

liz.kniss@bos.sccgov.org

Cc: Jeff Bodin <jlbodin@yahoo.com>; Gary Robinson

<gary@magnumdrywall.com>; Carl Honaker <Carl.Honaker@rda.sccgov.org>;
Ron & Penny Blake <ronblake@sbcglobal.net>; Rod Pharis
<rpharis@verizon.net>; Bette Gardner <bette@blearning.com>; Frank
Giancola <fgianc5561@aol.com>; Garry Dudley <duds11@gmail.com>; Ike
Carrasco <icarrasco@att.net>; Jim Petersen <jim@rmsheepskin.com>; Pat
Belanger <pat@the111th.com>; Sochan Mark <mark@sochan.com>; Tom Monti
<tomndodi@garlic.com>

Sent: Tue, August 3, 2010 11:00:24 PM

Subject: SCAPA Support for South County Airport Parachute Operations

Dear Santa Clara County Supervisors:

Please see enclosed letter supporting the proposed parachute operations at South County Airport. Please call me at 408 360 2228 if you have any questions.

Best regards,

Paul Marshall, Director

South County Airport Pilots Association(See attached file: SCAPA Support for Parachute Operations at South County.pdf)

NOTICE:

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County of Santa Clara

Roads & Airports Department

Airports Division



RA04 082410

Prepared by: Michael Murdter
Director, Roads & Airports Department

DATE: August 24, 2010

TO: Board of Supervisors

FROM: *M. J. Murdter*
Michael Murdter
Director, Roads & Airports Department

SUBJECT: Skydiving at South County Airport

RECOMMENDED ACTION

Consider recommendations related to proposed skydiving operations at South County Airport.

Possible action:

- a. Disapprove the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone (LZ) on South County Airport (Airport) property.

- b. Direct staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration (FAA) to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

FISCAL IMPLICATIONS

There are no fiscal implications to the General Fund or the Airport Enterprise Fund relating to the Recommended Action.

CONTRACT HISTORY

None.

REASONS FOR RECOMMENDATION

Garlic City Skydiving proposes to conduct skydiving operations at the Airport, whereby the skydivers would intend to land at a designated three-acre LZ on Airport property as shown in the attached aerial photo. Staff evaluated the proposal from a safety standpoint and determined that it presents several significant risks that cannot be adequately mitigated. The two broad categories of safety risks relate to (1) the potential for conflict between a skydiver and an aircraft and (2) the potential for a skydiver to miss the LZ. Each of these safety risks is discussed below.

A. Potential conflict between skydivers and aircraft.

The airspace directly above and adjacent to South County Airport is a very busy corridor for commercial aircraft flying into Mineta San José International Airport (SJC), as shown on Attachments A - D. (A description of each attachment is contained in the Background section.) Commercial jets on approach to SJC fly at an altitude of 4,000 to 8,000 feet above mean sea level (MSL) in the vicinity of the Airport. The skydivers, however, will jump from an altitude of 12,000 to 15,000 MSL, which means that they will descend through the very airspace used by the large commercial jets on approach to SJC. The airspace around the Airport is also a very busy corridor for pilots flying between the Bay Area and other airports in southern and central California under Visual Flight Rules (VFR).

In the Class E airspace around the Airport, aircraft are not required to contact air traffic control and are not assigned a heading or altitude by air traffic control. In other words, when flying under VFR in Class E airspace, collision avoidance is the sole responsibility of the pilot. Since the Airport does not have a control tower, this responsibility extends to landings and take-offs as well. Although it is prudent for a pilot intending to take off or land at the Airport to communicate his intentions on the Airport's advisory frequency, he is not required to do so.

The FAA has attempted to mitigate the risk of potential conflict between a skydiver and an aircraft by establishing nine conditions (Attachment E) that constitute a program dependent on communication and awareness. Staff does not endorse the FAA's plan as the following examples further explain.

· The FAA's conditions require that a Notice to Airmen (NOTAM) be issued whenever the LZ is active. The LZ is in close proximity to the Airport's takeoff and landing pattern. Therefore, it is essential that pilots in the vicinity of the airport be aware that the LZ is active and refrain from flying through the airspace used by the skydivers. However, there is no way to ensure that pilots flying over the Airport through Class E airspace under VFR flight conditions have checked for NOTAMs through the FAA's Flight Service Station system. Consequently, some pilots may not be aware

of the skydivers and will not be on notice to look out for them.

- The FAA's conditions also require the skydiving jump aircraft to communicate with regional traffic control and other aircraft during jump activities. However, only those aircraft intending to land or take off at the Airport would typically monitor the Airport advisory frequency because the frequency is only used by pilots to self-clear take offs and landings at the Airport. Aircraft in the vicinity of the Airport, but not monitoring the Airport advisory frequency, would not be notified of the skydiving.

- If the jump aircraft pilot neglects to make the radio call to either the regional traffic control center or the Airport advisory frequency, there could be multiple commercial and general aviation aircraft that would be unaware of the skydiving activity.

The FAA's list of conditions is not supported by any available analysis demonstrating it is sufficient to safely accommodate skydiving at the Airport in light of the Airport's location and the commercial and general aviation activity in and around the Airport. Staff does not believe the FAA's conditions are sufficient to mitigate the risk of potential conflict between a skydiver and an aircraft. Each of the FAA's nine conditions would have to be executed perfectly for every jump to avoid a mishap. There is significant potential for a miscommunication or lack of awareness on the part of a pilot or skydiver to cause an accident.

B. Potential for a skydiver to miss the LZ.

The skydivers will jump from an altitude between 12,000 and 15,000 feet MSL over either Morgan Hill, Gilroy or the unincorporated area depending on wind speed and direction. The LZ is small and in close proximity to the Airport runway, Highway 101, and the adjacent community. Landing on the LZ will require accuracy. Any miscalculation by the jumpmaster or the skydiver, shift in the wind speed and direction, or equipment malfunction could cause the skydiver to miss the LZ. If the skydiver misses the LZ they could land on the runway, the highway, or adjacent private property. If a skydiver experiences a primary parachute failure and utilizes the reserve parachute, the "cutaway" parachute could drift with the wind into an aircraft or onto the highway or power lines.

The FAA's condition relating to the risk of landing somewhere other than the LZ is to require jumpers to be briefed to remain clear of the runway and stay within the designated drop zone.

Staff compared the proposed skydiving operation at the Airport to other General Aviation airports in Northern California that currently have a LZ on airport property or propose to establish a LZ on airport property. None of the other airports experience the combination of factors at South County Airport including the airspace congestion in the vicinity of the airport. Also, in each case, the established LZ is much larger than the proposed LZ at South County Airport and

therefore allows for a larger margin of error on the part of the skydiver.

Staff believes that the safety concerns outlined above could be mitigated significantly if the LZ is established an appropriate distance away from the airport and outside the V-485 airway, which is a congested corridor for air traffic between South County and San Jose International Airport. Disapproval of Garlic City Skydiving's proposal to conduct skydiving operations with a LZ on Airport property does not preclude the conduct of skydiving operations using a LZ on private property off-airport. If an off-airport LZ is proposed, staff is prepared to work with Garlic City Skydiving and the FAA to expeditiously review the revised proposal to ensure that it does not have a negative impact on airport safety.

BACKGROUND

Attachment A depicts the Instrument Landing System (ILS) precision approach into Mineta San Jose International Airport (SJC). Aircraft using this approach would fly from the "Gilro" Intersection to intercept the final approach course and in doing so would fly directly over San Martin.

Attachment B is a portion of the Enroute Low Altitude Navigation Chart depicting the V-485 airway over South County Airport. This airway is used for both Instrument Flight Rules (IFR) and Visual Flight Rules (VFR) flights transiting this area. Aircraft can be as low as 4,600 feet and up to 18,000 feet flying on this airway.

Attachment C is a portion of the VFR Sectional Chart depicting airspace over South County Airport and provides a good visual depiction of the terrain and developed community boundaries between San Jose and Gilroy. Note the Caution Box describing High Volume of Traffic from 11,000 down to 6,000 feet from Licke Intersection (near Hwy. 85 -101 merge) south to the Hollister Airport. This pertains primarily to airline traffic to/from San Jose.

Attachment D depicts the flight tracks of aircraft in the vicinity of South County Airport in the 12-hour period between 8:00 am and 8:00 pm on Friday, July 30, 2010. The red lines indicate commercial traffic inbound to SJC. The green tracks indicate commercial traffic outbound from SJC and the blue lines indicate all other traffic. South County Airport is depicted by the white cross in the center.

CONSEQUENCES OF NEGATIVE ACTION

The proposed skydiving activities at South County Airport will take place with the landing zone on airport property.

STEPS FOLLOWING APPROVAL

Send notification of completed processing to:

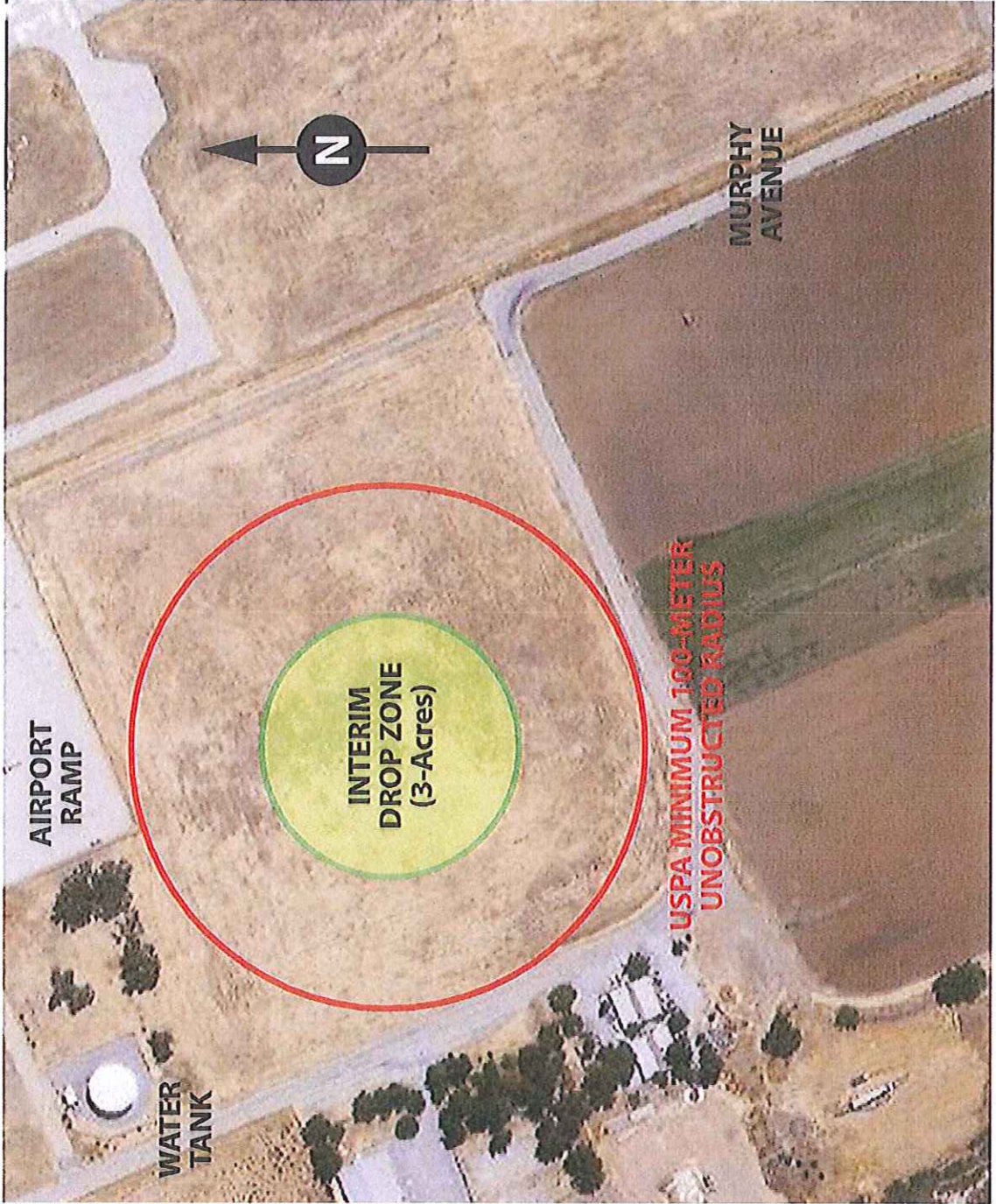
Michael Murdter, Roads and Airports Department, Administration

Carl Honaker, Roads and Airports Department, Airports Division

ATTACHMENTS

- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E
- Aerial Photo - Landing Zone at South County Airport

**PROPOSED SOUTH COUNTY AIRPORT
INTERIM PARACHUTE DROP ZONE**



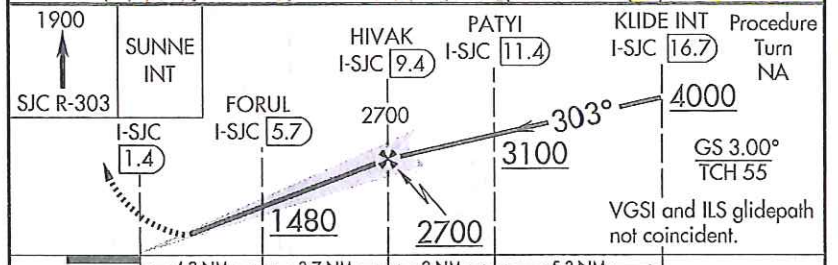
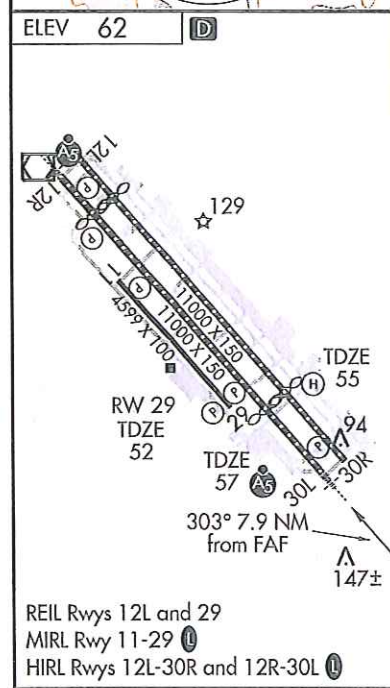
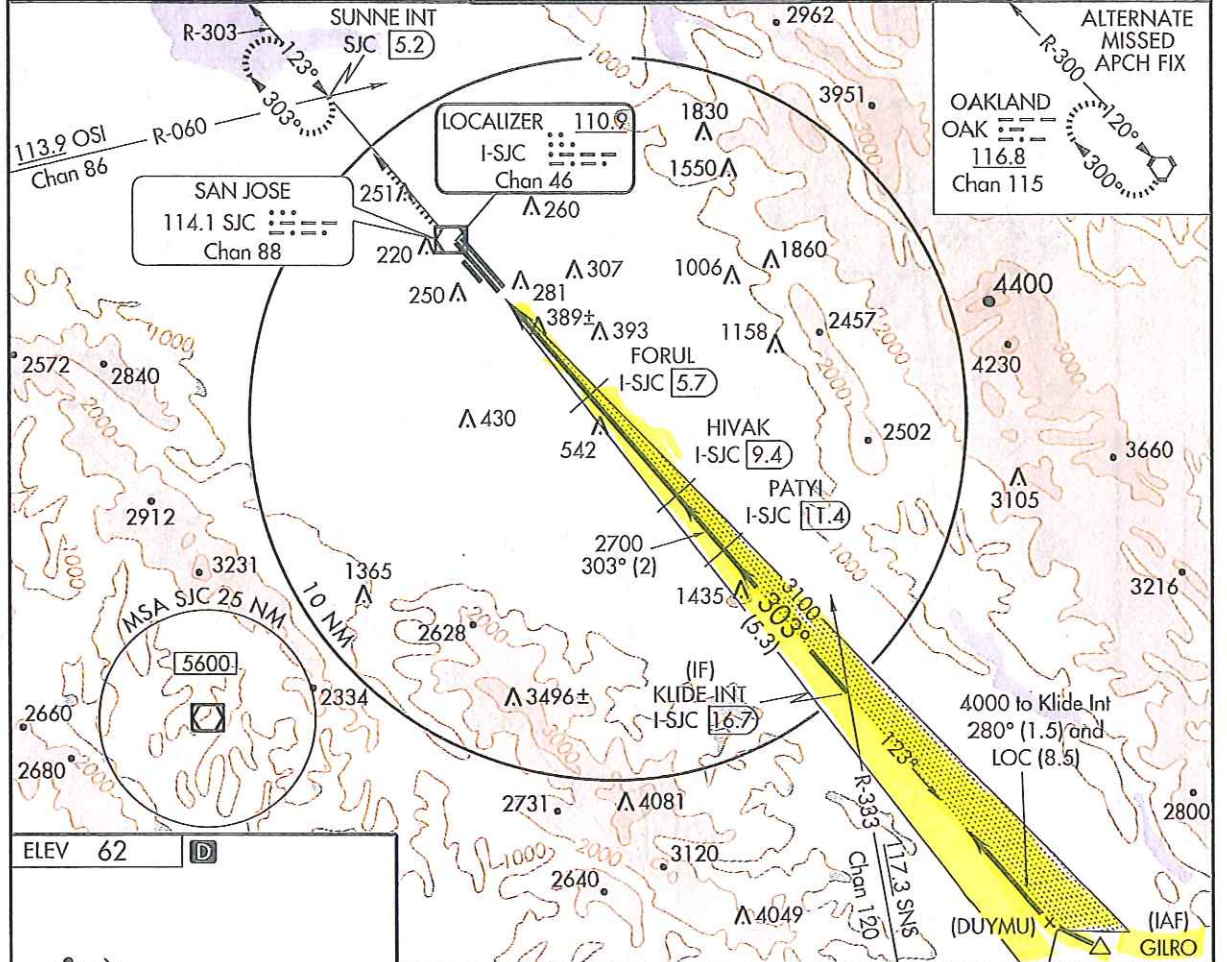
SAN JOSE, CALIFORNIA

AL-693 (FAA) ILS or LOC/DME RWY 30L

LOC I-SJC 110.9 Chan 46	APP CRS 303°	Rwy Idg 30L 7605 TDZE 57 Apt Elev 62	Rwy Idg 30R 7479 TDZE 55 Apt Elev 62	Rwy Idg 29 4599 TDZE 52 Apt Elev 62	SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)
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DME required.
 *RVR 1800 authorized with the use of FD or AP or HUD to DA.
 MALSR Rwy 30L
 MISSED APPROACH: Climb to 1900 via the SJC R-303 to SUNNE Int and hold.

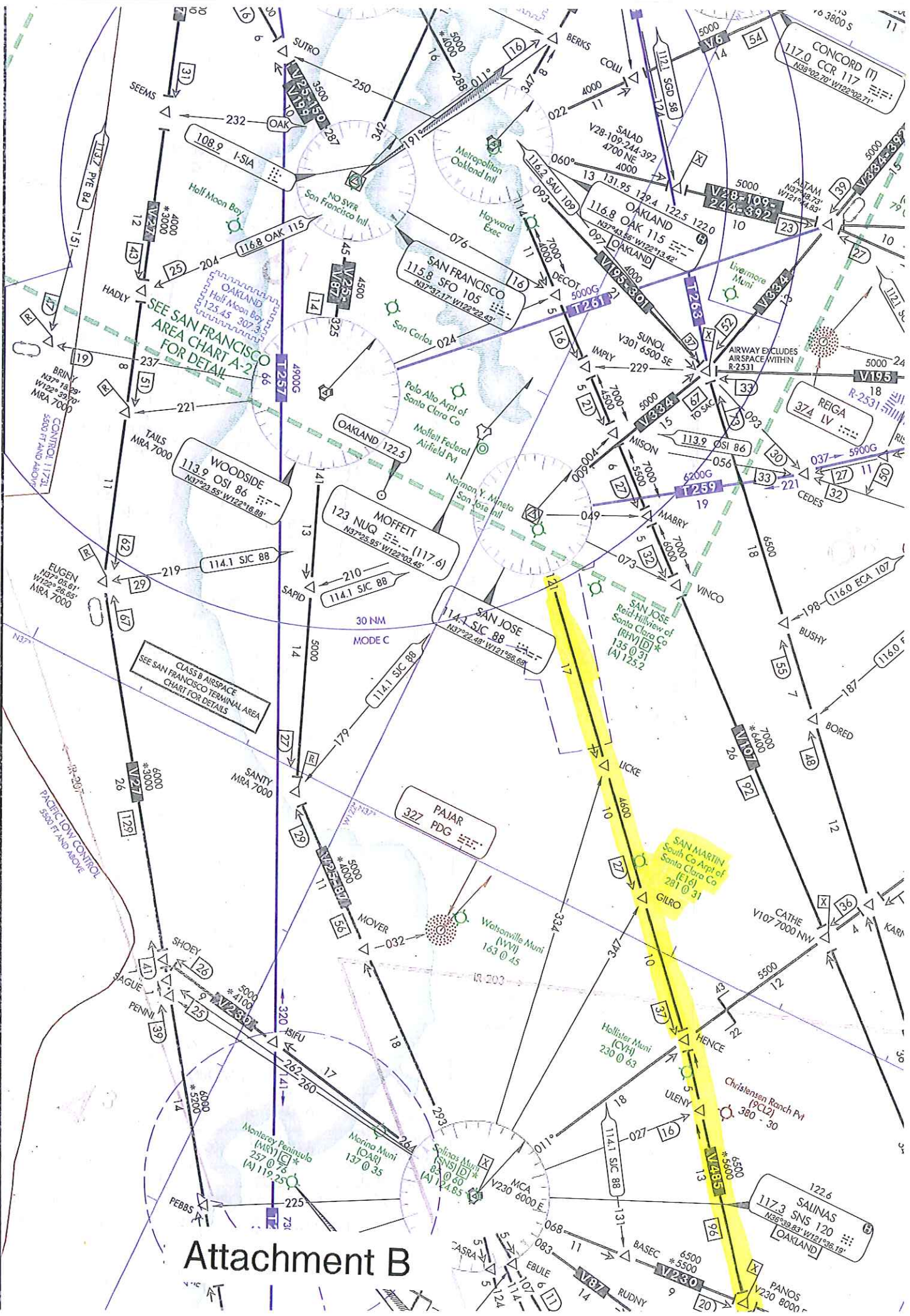
ATIS 126.95	NORCAL APP CON 120.1 290.25	SAN JOSE TOWER * 124.0 (CTAF) 0 257.6	GND CON 121.7	CLNC DEL 118.0
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CATEGORY	A	B	C	D
S-ILS 30L	*257/24 200 (200-½)			
S-LOC 30L	640/24	583 (600-½)	640/50 583 (600-1)	640/60 583 (600-1½)
SIDESTEP RWY 29	640-1	588 (600-1)	640-1½ 588 (600-½)	640-2 588 (600-2)
SIDESTEP RWY 30R	640-1	585 (600-1)	640-1½ 585 (600-½)	640-2 585 (600-2)
CIRCLING	NA			

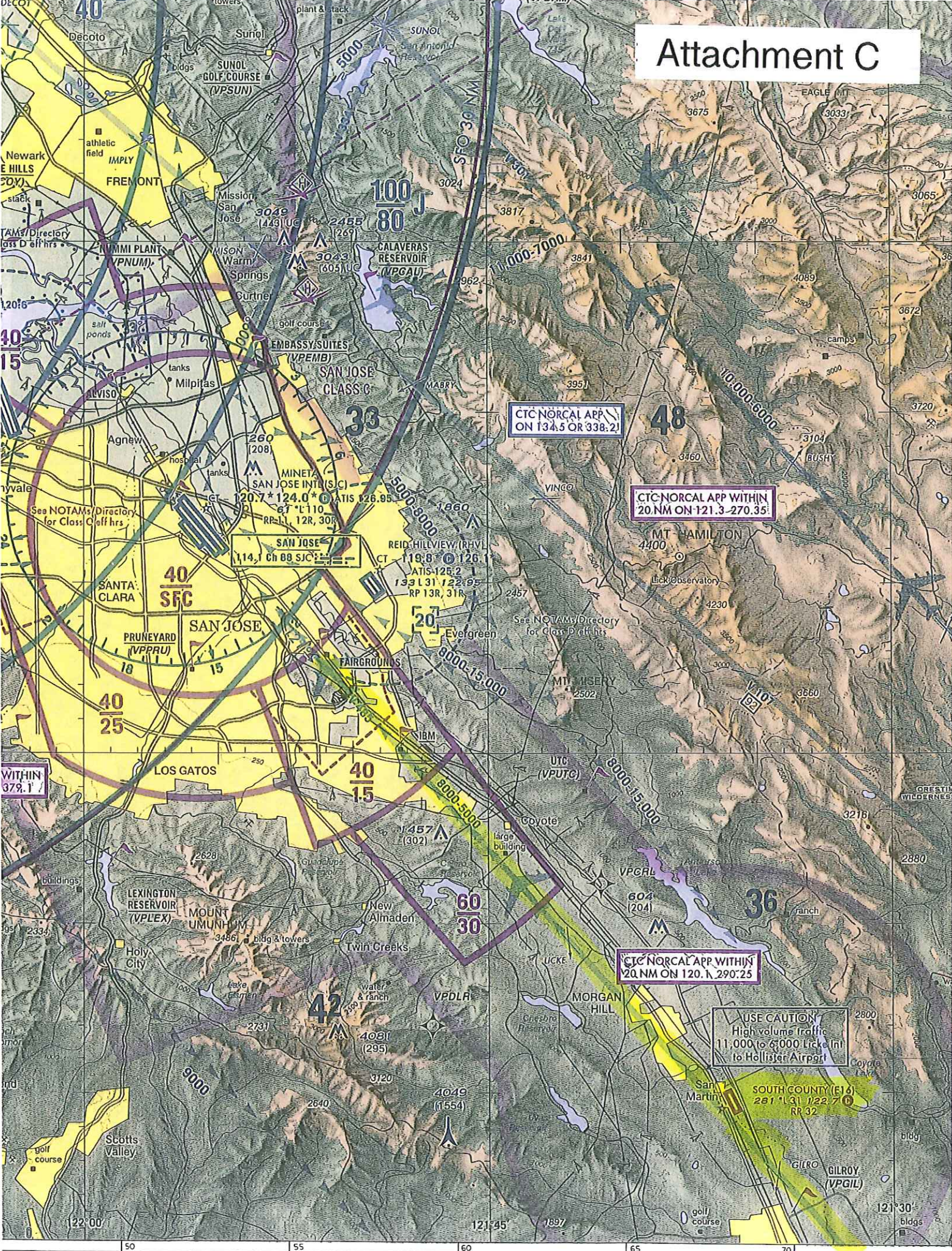
SAN JOSE, CALIFORNIA
Amdt 22A 09295

SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)
37°22'N - 121°56'W ILS or LOC/DME RWY 30L

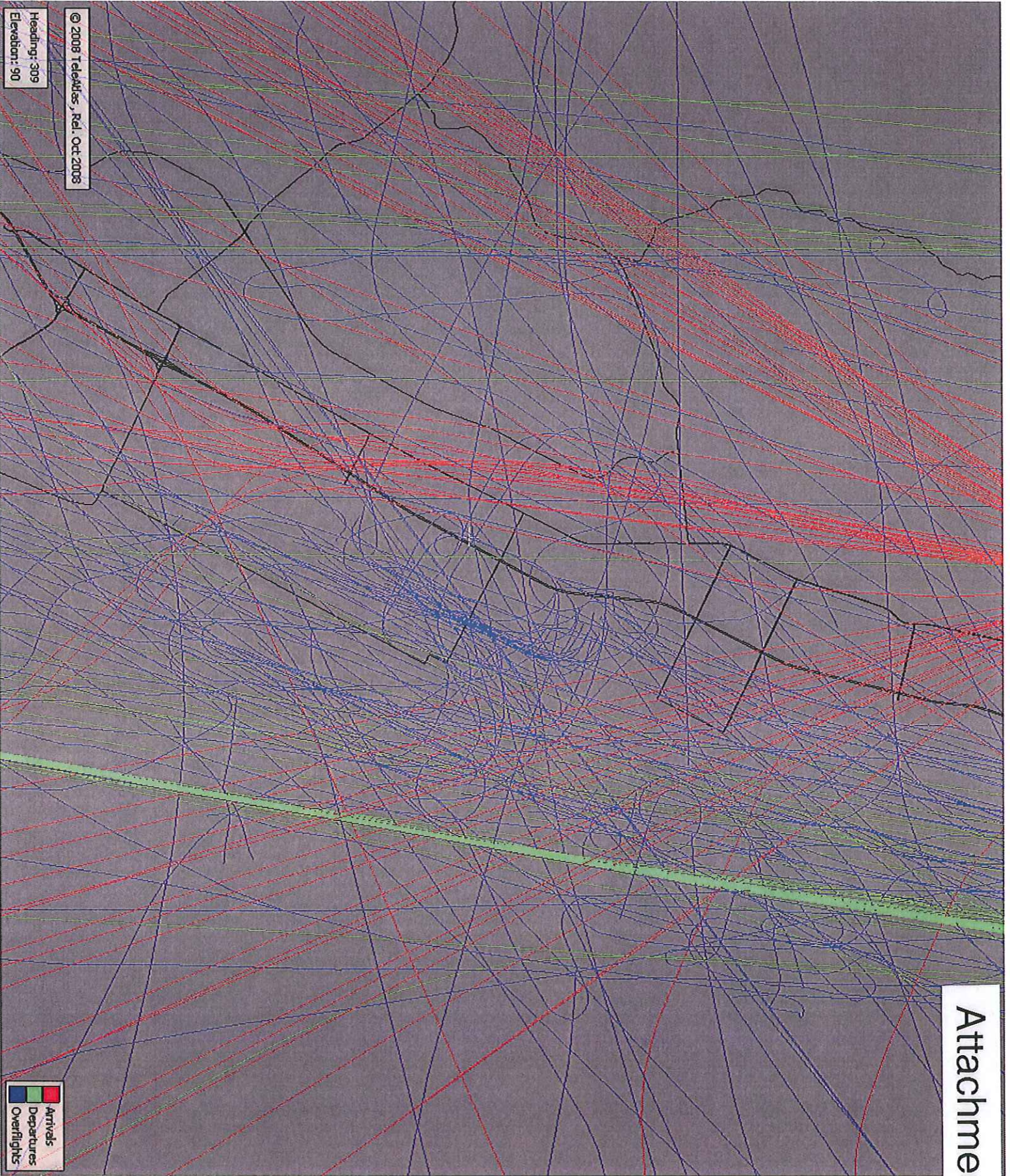


Attachment B

Attachment C



Attachment D

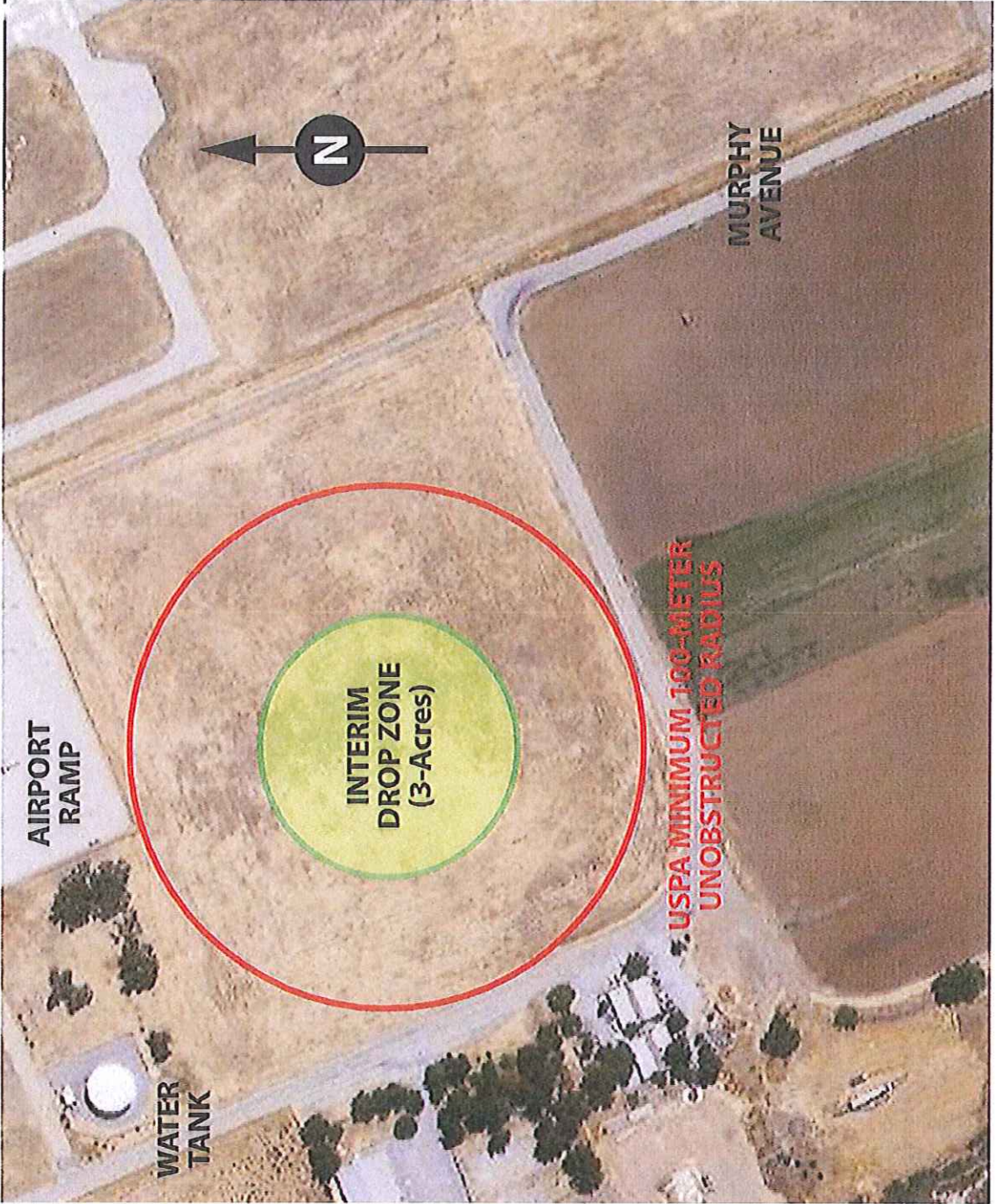


Heading: 309
Elevation: 90

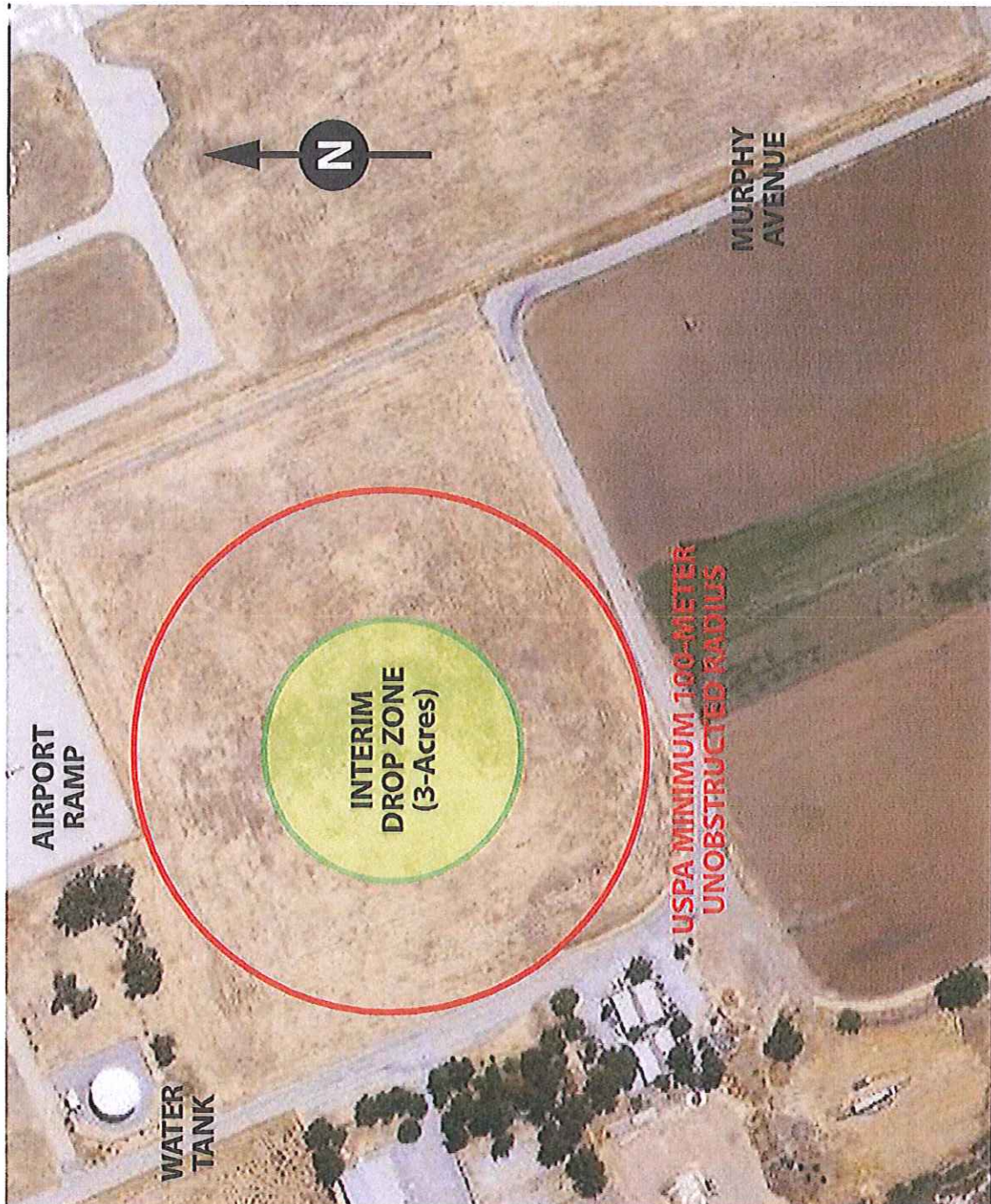
© 2008 TeleAtlas, Rel. Oct 2008

Arrivals
Departures
Overflights

**PROPOSED SOUTH COUNTY AIRPORT
INTERIM PARACHUTE DROP ZONE**



PROPOSED SOUTH COUNTY AIRPORT
INTERIM PARACHUTE DROP ZONE





From: Anthony.Garcia@faa.gov [<mailto:Anthony.Garcia@faa.gov>]
Sent: Thursday, August 19, 2010 8:29 AM
To: Carl Honaker
Cc: Robert.Y.Lee@faa.gov
Subject: Comment Regarding County Recommendation to Disapprove Skydiving at South County Airport

Carl Honaker

Interesting approach to forming a recommendation for the Board of Supervisors. You are using a strategy to make it appear that skydiving is not tenable at South County Airport. Strangely, the same strategy could be used to purport that other aeronautical activities are untenable at South County Airport. Uncannily, the same strategy has been used at other airports although the FAA has concluded that skydiving can be accommodated at the airports without adverse impact to the airport or the airspace.

The Board of Supervisors may think that your recommendation is acceptable, but it is likely to undergo more scrutiny after the Board of Supervisor's decision.

Tony Garcia

From: "Carl Honaker" <Carl.Honaker@rda.sccgov.org>

To: Anthony Garcia/AWP/FAA@FAA

Cc: Robert Y Lee/AWP/FAA@FAA, "Michael Murdter" <Michael.Murdter@rda.sccgov.org>, "Elizabeth Pianca" <Elizabeth.Pianca@cco.sccgov.org>

Date: 08/18/2010 05:43 PM

Subject: RE: Feedback Regarding County Deliberations for South County Airport Parachute Operations

Tony,

The issue is on the Board of Supervisor's agenda for next Tuesday, August 24th. See the item pasted below and the attached supporting documents. If you need more amplifying info I'd be glad to provide it after the Board's decision next week. Carl

Item 21. Consider recommendations related to proposed skydiving operations at South County Airport (Airport). (Roads and Airport Department)

Possible action:

Do not approve the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone on Airport property.

Direct staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

Transmittal RA04 082410
Attachment A (Miscellaneous)
Attachment B (Miscellaneous)
Attachment C (Miscellaneous)
Attachment D (Miscellaneous)
Attachment E (Miscellaneous)
Aerial Photo - Landing Zone at South County Airport (Miscellaneous)

-----Original Message-----

From: Anthony.Garcia@faa.gov [<mailto:Anthony.Garcia@faa.gov>]
Sent: Tuesday, August 17, 2010 2:43 PM
To: Carl Honaker
Cc: Robert.Y.Lee@faa.gov
Subject: Feedback Regarding County Deliberations for South County Airport Parachute Operations

Carl Honaker

In view of the length of time the County has consumed deliberating the skydiving proposal for South County Airport, the FAA would like to know if the County can articulate some objective and convincing reasons why skydiving cannot take place at South County Airport.

The County's delay in announcing a decision regarding skydiving does not appear to be based on clear and convincing evidence that skydiving is really problematic for South County Airport. The FAA has not been made aware of any reasons why skydiving should be restricted at South County

Airport. The FAA has already concluded that South County Airport is suitable for skydiving.

Sooner or later, the County will have to make a decision to allow or prohibit skydiving. If the County allows skydiving, this prolonged impasse will disappear. If the County chooses to prohibit skydiving, the County's decision will likely be tested because this matter will not disappear.

Tony Garcia
FAA Airports Division

----- Forwarded by Anthony Garcia/AWP/FAA on 08/17/2010 02:24 PM -----

From: Jeff Bodin <jlbodin@yahoo.com>

To: Anthony Garcia/AWP/FAA@FAA

Date: 08/15/2010 12:17 PM

Subject: Fw: SCAPA Support for South County Airport Parachute Operations

Just an FYI - The local pilot's association overwhelmingly supports our proposal.

Unfortunately, the County is not listening. I should (finally) receive a rejection in writing this week, and then we'll know how best to proceed from here.

Thank you for your support and assistance,

- Jeff

----- Forwarded Message -----

From: Paul Marshall <pgmarsh@garlic.com>
To: don.gage@bos.sccgov.org; George.Shirakawa@bos.sccgov.org;
ken.yeager@bos.sccgov.org; dave.cortese@bos.sccgov.org;
liz.kniss@bos.sccgov.org
Cc: Jeff Bodin <jlbodin@yahoo.com>; Gary Robinson
<gary@magnumdrywall.com>; Carl Honaker <Carl.Honaker@rda.sccgov.org>;
Ron & Penny Blake <ronblake@sbcglobal.net>; Rod Pharis
<rpharis@verizon.net>; Bette Gardner <bette@blearning.com>; Frank
Giancola <fgianc5561@aol.com>; Garry Dudley <duds11@gmail.com>; Ike

Carrasco <icarrasco@att.net>; Jim Petersen <jim@rmsheepskin.com>; Pat Belanger <pat@the111th.com>; Sochan Mark <mark@sochan.com>; Tom Monti <tomndodi@garlic.com>
Sent: Tue, August 3, 2010 11:00:24 PM
Subject: SCAPA Support for South County Airport Parachute Operations

Dear Santa Clara County Supervisors:

Please see enclosed letter supporting the proposed parachute operations at South County Airport. Please call me at 408 360 2228 if you have any questions.

Best regards,

Paul Marshall, Director

South County Airport Pilots Association(See attached file: SCAPA Support for Parachute Operations at South County.pdf)

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
08/27/10 13:07

P. O. Box 92007
Los Angeles, CA 90009-2007

August 25, 2010

Carl Honaker
Airports Director
County of Santa Clara
2500 Cunningham Avenue
San Jose, CA 95110



Dear Mr. Honaker:

South County Airport Denial of Skydiving

This purpose of this letter is to provide Santa Clara County (County) with FAA Regional Office determination regarding County's decision to prohibit skydiving at South County Airport (E16).

As a reminder, the grant assurances, as well as the surplus property conveyance deed, place specific obligations on an airport sponsor, such as the County. We begin by pointing out the FAA administers programs that provide funds and other assistance to local communities such as the County for the development of airports. In exchange for federal assistance, airport sponsors agree to assume certain obligations, specified in their agreements with the federal government, to maintain and operate airport facilities in accordance with the conditions in the agreements. Among the specific obligations are the following:

Grant Assurance 5, *Rights and Powers*, obligates the County to refrain from any action that will deprive it of rights and powers to perform in accordance with the requirements of the Grant Assurances. Among the County's responsibilities is the need to make the airport available for all types and classes of aeronautical activities.

Grant Assurance 22, *Economic Nondiscrimination*, requires that E16 be available for aeronautical activities on reasonable terms. Although restrictions can be imposed for safety reasons, a restriction must be justified. There must be factual evidence supporting the need for a restriction as well as the FAA's concurrence that the restriction is reasonably needed to ensure safety.

On August 17, 2009, the County was advised in a letter from the San Francisco Airports District Office that the County's continued refusal to negotiate in good faith with Jeff Bodin to permit skydiving at E16 would place the County in non-compliance with the Grant Assurances.

The San Jose Flight Standards District Office issued a determination on December 9, 2009 disclosing that skydiving could take place at E16 without adverse impact to the airport or airspace operations.

On several occasions, the latest being August 19, 2010, the Airports Division communicated with the County and inquired about the unreasonably long duration of the negotiations and the County's deliberations. Along the way, the County was advised that the delay appeared unreasonable because it was being used as a tactic to deny skydiving at E16.

Airports Division recently learned that the County Board of Supervisors were going to officially deny skydiving at E16. After reviewing the County's reasons for recommending that skydiving be prohibited, it appears that the County used an inappropriate evidence to make it appear that skydiving should not take place at E16. Strangely, the same reasons the County used to deny skydiving could be used purport that other aeronautical activities are unsafe at E16. The reality is that the skies must integrate difference types, classes, and kinds of aeronautical users. The County cannot arbitrarily single out one user of the airspace and conclude that one is unsafe.

The FAA has already concluded that skydiving can share E16 with other aeronautical users. Therefore, the County's skydiving prohibition is unreasonable. As a result, the County is not complying with Grant Assurances 5 and 22. We expect the County will take action immediately to come into compliance with the Grant Assurances.

As appropriate corrective action, the County will make E16 available on reasonable terms for skydiving and to do so as quickly as possible.

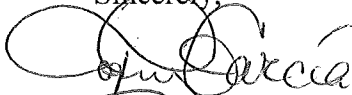
If the County fails to comply with the Grant Assurance, we are recommending that the San Francisco Airports District Office withhold grant funding from South County Airport.

Please provide your corrective action plan and schedule for its implementation within 30 days of your receipt of this letter. Mail to:

Robert Y. Lee
Airports Compliance Specialist
Airports District Office
831 Mitten Road, Room 210
Burlingame, CA 94010

In closing, we remind the County that Jeff Bodin has the option to elevate this impasse with the County to a formal complaint under the procedures of Title 14 Code of Federal Regulations Part 16. If you have any questions, you may call me (310) 725-3634.

Sincerely,



Tony Garcia
Airports Compliance Program Manager

cc: Jeff Bodin



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

P. O. Box 92007
Los Angeles, CA 90009-2007

April 4, 2011

Michael Murdter
Director
Santa Clara County
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110-1302



Dear Mr. Murdter:

This letter serves as the Federal Aviation Administration's (FAA) determination regarding the proposal by Garlic City Skydiving, to conduct skydiving operations at the South County Airport (E16), located in San Martin, California.

In your letter to me, dated September 22, 2010, you described your concerns over skydiving at E16. You articulated your position with regard to the County's right to establish restrictive measures to ensure safe airport operations. You also stated your belief that the Flight Standards District Office's safety evaluation lacked sufficient analysis to support its conclusion.

On December 23, 2010, I informed you that the FAA would reevaluate Santa Clara County's (County) decision to prevent the introduction of skydiving operations at E16. As promised, we enlisted the expertise of the Flight Standards Division and the Air Traffic Organization (ATO) to more thoroughly evaluate the safety and efficiency implications of skydiving activities in the airspace above and on the ground at E16. FAA carefully evaluated airspace activity, sharing of airspace by aircraft and skydivers, peak and non-peak periods, FAA regulations, and ATO operating procedures.

FAA has concluded that the proposed skydiving operation would be operated in the safest manner if relocated to an area several miles away from airspace corridors similar to those existing over E16.

Should the Garlic City Skydiving decide to conduct such operations in the vicinity of E16, the following conditions must be complied with to ensure safe operations:

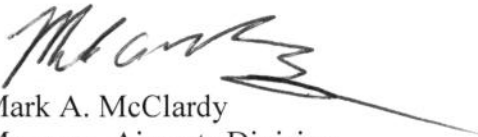
- Garlic City Skydiving conducts parachute jumping operations within a one nautical mile radius of E16 at or below 15,000 feet MSL.
- The County and Garlic City Skydiving comply with the recommendations made in the Safety Determination provided by the San Jose Flight Standards District Office (FSDO), dated December 9, 2009. These recommendations are appropriate for an uncontrolled airport, and are consistent with examples of other drop zones provided by the proponent.

- Garlic City Skydiving strictly complies with both 14 CFR 91.123 and 14 CFR 105, including close coordination with Air Traffic Control.
- As specified in FAA Order 7210.3W, Chapter 18, Section 4, Parachute Jump Operations, the Northern California TRACON (NCT) must negotiate a Letter of Agreement (LOA) with Garlic City Skydiving. Please contact Mr. Bill Rodda, Operations Support Group Manager, NCT, at (916) 366-4008.

Airport Improvement Program (AIP) Grant Assurance #22 *Economic Discrimination* requires the County to make E16 available on reasonable terms and without unjust discrimination to all kinds and classes of aeronautical activities offering services to the public. FAA has determined that Garlic City Skydiving can operate safely within Class E Airspace provided the conditions stated in this letter are met. Furthermore, the FAA does not agree with the County's decision to deny Garlic City from operating at E16 on the basis that a skydiver could miss the proposed landing zone (LZ). To ensure safe operations at E16 we suggest the County review the training and safety practices required for skydiving and ensure Garlic City Skydiving abides by them. Based on the FAA's safety assessment, we ask the County to end its skydiving prohibition at E16.

Please send the FAA your implementation plan and schedule for negotiating reasonable operating terms for skydiving to commence within the next 30 days. If you have any questions regarding the County's implementation plan or the terms of an airport agreement for skydiving, please contact Robert Lee, Airports Compliance Specialist, San Francisco Airports District Office (ADO) at (650) 876-2894 x 629.

Sincerely,



Mark A. McClardy
Manager, Airports Division

Attachments: ATO Determination, dated March 29, 2011
Flight Standards Division Determination, dated March 24, 2011
ATO Airspace Analysis Powerpoint Presentation, dated March 22, 2011
San Jose FSDO Safety Determination, dated December 9, 2009

cc: Jeff Bodin, Garlic City Skydiving, with attachments
Carl Honaker, Director of County Airports, with attachments
Bill Withycombe, Regional Administrator, Western Pacific Region
Ronald Beckerdite, Director, ATO - Western Service Center
Bill Rodda, Operations Group Manager, ATO – Northern California TRACON
Nicholas Reyes, Manager, Flight Standards Division Western Pacific Region
Pete Yiakos, Acting Manager, San Jose Flight Standards District Office
Naomi Tsuda, Regional Counsel, Western Pacific Region
Robin Hunt, Manager, San Francisco Airports District Office



Garlic City Skydiving Proposal

Airspace Analysis

By: WSC Operations Support Group

Date: March 22, 2011



Federal Aviation
Administration



Garlic City Skydiving Parameters of Analysis

- **1 NM radius of South County Airport (E16)**
- **Surface to 15,000 feet MSL**
- **June 6 – July 6, 2010**
 - 15 days before & after summer solstice
- **Weekdays 2000-0400Z (8 hours)**
- **Weekends 1600-0400Z (12 hours)**
- **Operations by:**
 - Altitude
 - 2 hour time block



Analysis (continued)

- **Graphics include**
 - Busiest day: Sunday, June 6
 - Busy weekday: Friday, June 18
 - Busy weekend day: Saturday, June 19
- **Animations: 1 minute = 1 hour real time**
 - Friday, June 18 and Saturday, June 19
 - By 2 hour time blocks
 - Include all traffic in sector surrounding E16 Airport
 - Depict jump airspace and surrounding sectors



Traffic transiting thru a 1NM radius of E16 SFC-15,000 MSL ~ June 6-July 6, 2010

DATE	Total Ops	SJC Arrivals	DATE	Total Ops	SJC Arrivals
6-Jun	101	38	21-Jun	60	20
7-Jun	49	19	22-Jun	43	11
8-Jun	57	18	23-Jun	41	7
9-Jun	42	7	24-Jun	54	10
10-Jun	38	10	25-Jun	57	10
11-Jun	48	16	26-Jun	87	17
12-Jun	95	13	27-Jun	95	18
13-Jun	93	21	28-Jun	27	8
14-Jun	52	22	29-Jun	41	4
15-Jun	55	21	30-Jun	37	9
16-Jun	43	9	1-Jul	57	16
17-Jun	45	12	2-Jul	45	9
18-Jun	60	17	3-Jul	72	16
19-Jun	94	17	4-Jul	53	6
20-Jun	97	32	5-Jul	68	28
			6-Jul	47	10



BUSIEST DAY

South County Airport

Sunday, 6/6/2010, 1600-0400Z

101 flight tracks penetrate the area

38 SJC arrivals

SJC

E16

1NM radius

SFC-15,000 MSL

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Yellow-Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Light Red
Departure Prop	Yellow-Red
Departure Unknown	Grey
Intraflight Jet	Yellow
Intraflight Turbo	Light Yellow
Intraflight Prop	Yellow
Intraflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Light Blue
Overflight Prop	Light Blue
Overflight Unknown	Grey

MRY



**3D
view**

**South County Airport
Sunday, 6/6/2010
1600-0400Z (9am-9pm)**

SJC

-----15,000 MSL

-----10,000 MSL

-----7000 MSL

-----5000 MSL

**E16
1NM radius
SFC-15,000 MSL**

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Light Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Dark Red
Departure Prop	Red
Departure Unknown	Grey
Intraflight Jet	Yellow
Intraflight Turbo	Olive
Intraflight Prop	Yellow
Intraflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Dark Blue
Overflight Prop	Blue
Overflight Unknown	Grey



June 6, 2010 1600-0400Z

Operations by Altitude

Altitude (MSL)	IFR	VFR	Totals
9000-15,000	-	-	-
8000-9000	6	-	6
7000-8000	20	-	20
6000-7000	25	1	26
5000-6000	11	1	12
4000-5000	5	2	7
3000-4000	3	11	14
2000-3000	2	3	5
1000-2000	-	2	2
SFC-1000	-	16	16



June 6, 2010 1600-0400Z Operations by 2 Hour Time Block

Time Frame	IFR	VFR	Total
1600-1800Z	2	13	15
1800-2000Z	13	12	25
2000-2200Z	14	8	22
2200-0000Z	8	8	16
0000-0200Z	3	4	7
0200-0400Z	2	7	9
Totals	42	52	* 94

* Total differs due to multiple entries by one or more aircraft



Friday June 18, 2010

- **2000-0400Z (1pm-9pm)**
- **Busy weekday**
- **60 flights penetrate jump zone**
- **17 SJC Arrivals**



South County Airport

Friday, 6/18/2010, 2000-0400Z

60 flight tracks penetrate the area

17 SJC arrivals

SJC

E16
1NM radius
SFC-15,000 MSL

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Yellow-Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Dark Red
Departure Prop	Light Red
Departure Unknown	Grey
Intraflight Jet	Yellow
Intraflight Turbo	Light Yellow
Intraflight Prop	Light Yellow
Intraflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Dark Blue
Overflight Prop	Light Blue
Overflight Unknown	Grey

MRY

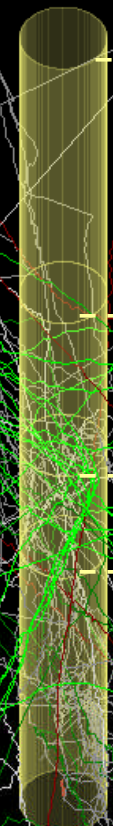


**3D
view**

**South County Airport
Friday, 6/18/2010
2000-0400Z (1pm-9pm)**

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Light Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Dark Red
Departure Prop	Red
Departure Unknown	Grey
Intraflight Jet	Yellow
Intraflight Turbo	Olive
Intraflight Prop	Yellow
Intraflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Dark Blue
Overflight Prop	Light Blue
Overflight Unknown	Grey

SJC



-----15,000 MSL

-----10,000 MSL

-----7000 MSL

-----5000 MSL

**E16
1 NM radius
SFC-15,000 MSL**



June 18, 2010 2000-0400Z

Operations by Altitude

Altitude (MSL)	IFR	VFR	Total
10,000-15,000	-	-	-
9000-10,000	3	2	5
8000-9000	6	-	6
7000-8000	11	1	12
6000-7000	8	3	11
5000-6000	4	1	5
4000-5000	1	4	5
3000-4000	2	6	8
2000-3000	5	11	16
1000-2000	1	23	24
SFC-1000	-	5	5



June 18, 2010 2000-0400Z

Operations by 2 Hour Time Block

Time Frame	IFR	VFR	Total
2000-2200Z	7	11	18
2200-0000Z	12	4	16
0000-0200Z	9	9	18
0200-0400Z	5	3	8
Totals	33	27	60



Friday

**1:00-
3:00pm
PDT**

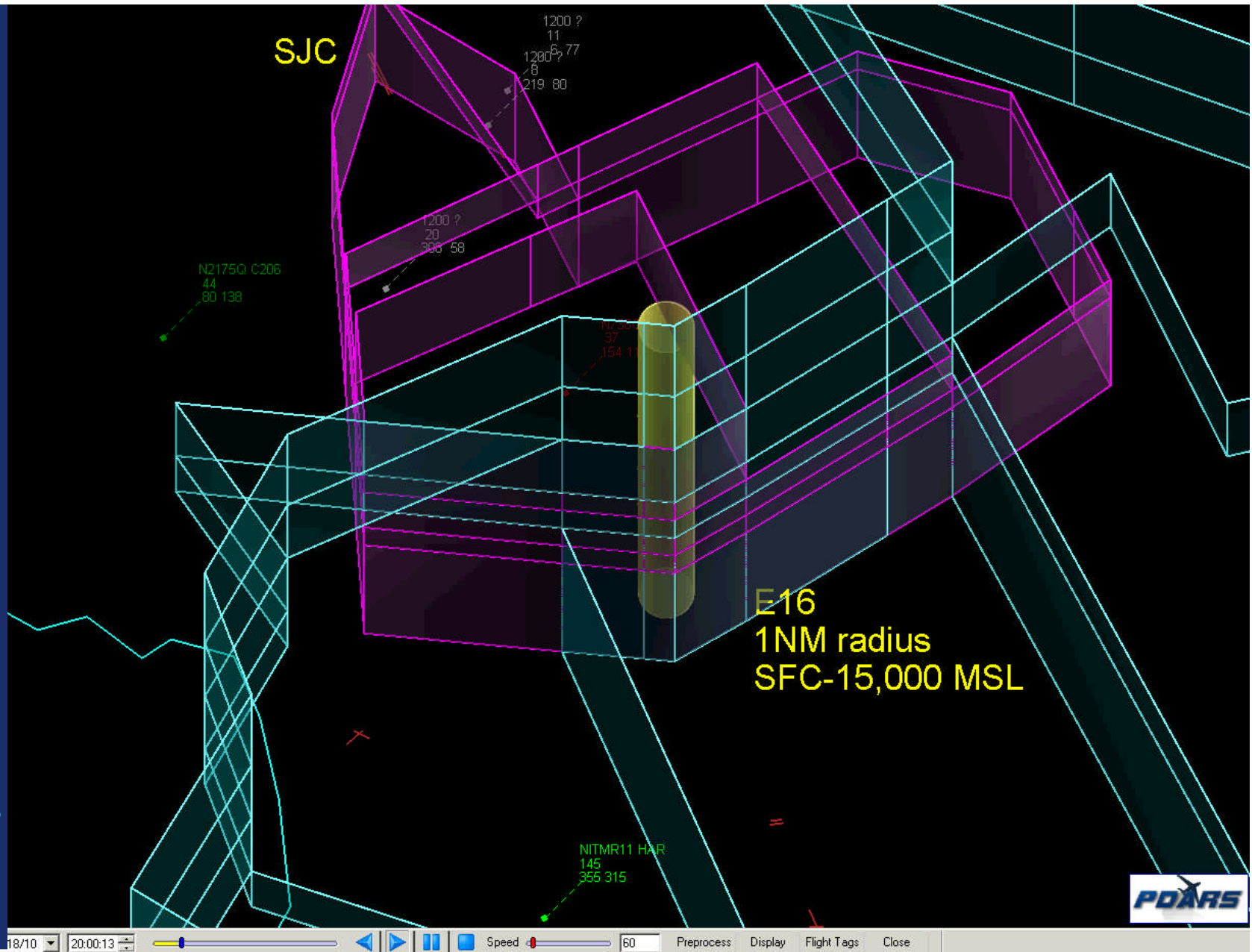
**1 min =
1 hr**

**IFR
Arrivals**

**IFR
Depts**

Overflights

VFR



Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

14

Friday

**3:00-
5:00pm
PDT**

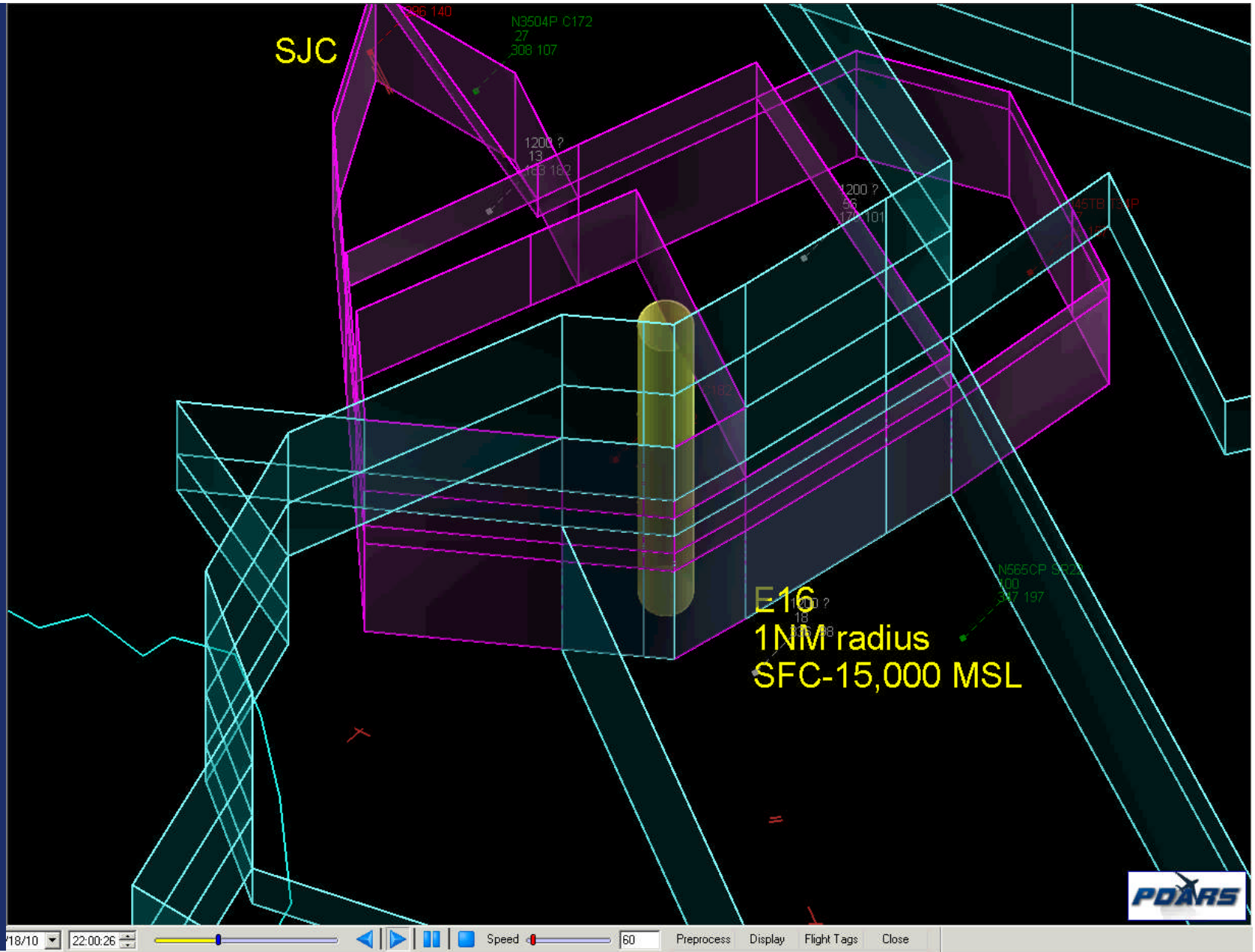
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**IFR
Arrivals**

**IFR
Depts**

Overflights

VFR



Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

15

Friday

5:00-
7:00pm
PDT

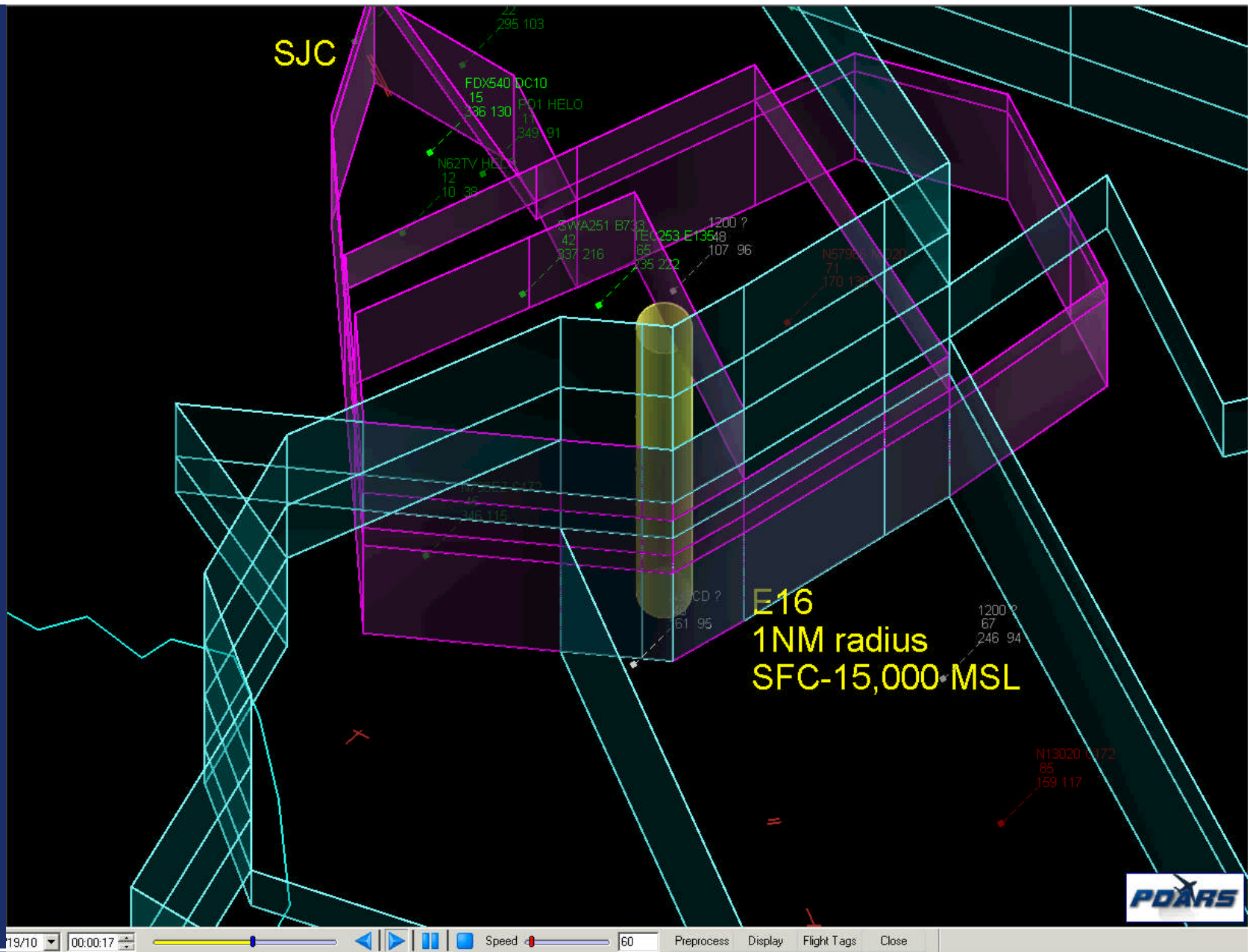
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IFR
Arrivals

IFR
Depts

Overflights

VFR



Friday

7:00-
9:00pm
PDT

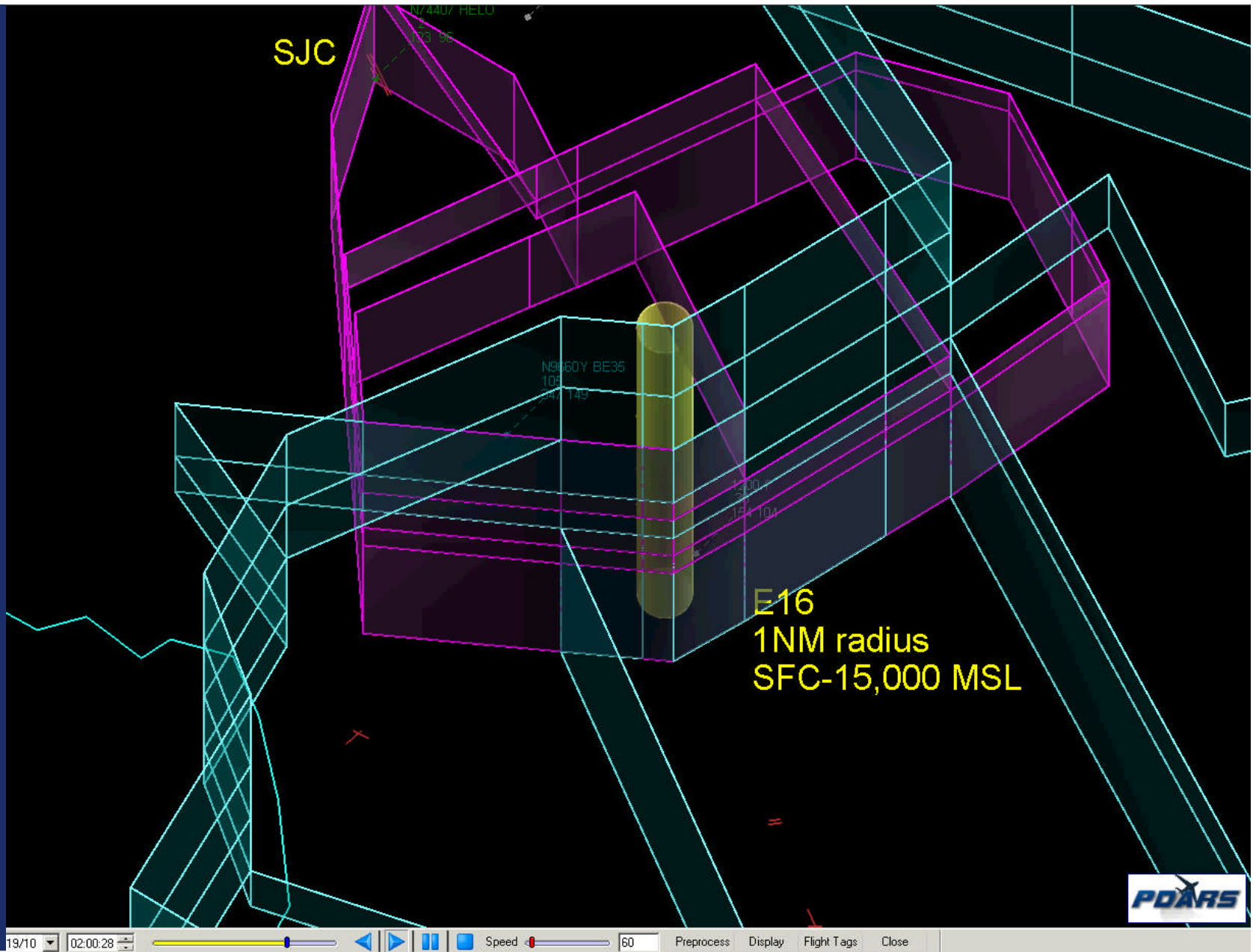
1 min =
1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



Saturday June 19, 2010

- **1600-0400Z (9am-9pm)**
- **Busy weekend day**
- **94 flights penetrate jump zone**
- **17 SJC Arrivals**



South County Airport

Saturday, 6/19/2010, 1600-0400Z

94 flight tracks penetrate the area

17 SJC arrivals

SJC

E16

1NM radius

SFC-15,000 MSL

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Light Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Dark Red
Departure Prop	Light Red
Departure Unknown	Grey
Inflight Jet	Yellow
Inflight Turbo	Light Yellow
Inflight Prop	Light Yellow
Inflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Dark Blue
Overflight Prop	Light Blue
Overflight Unknown	Grey

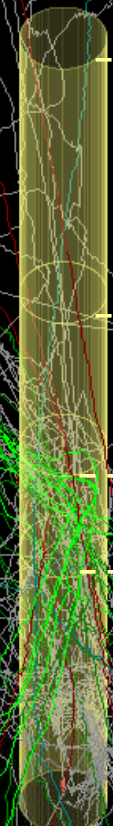
MRY



**3D
view**

**South County Airport
Saturday, 6/19/2010
1600-0400Z (9am-9pm)**

SJC



-----15,000 MSL

-----10,000 MSL

-----7000 MSL

-----5000 MSL

**E16
1NM radius
SFC-15,000 MSL**

Flight Tracks	
	Line
Arrival Jet	Green
Arrival Turbo	Light Green
Arrival Prop	Light Green
Arrival Unknown	Grey
Departure Jet	Red
Departure Turbo	Dark Red
Departure Prop	Light Red
Departure Unknown	Grey
Intraflight Jet	Yellow
Intraflight Turbo	Olive Green
Intraflight Prop	Yellow
Intraflight Unknown	Grey
Overflight Jet	Blue
Overflight Turbo	Dark Blue
Overflight Prop	Light Blue
Overflight Unknown	Grey



June 19, 2010 1600-0400Z

Operations by Altitude

Altitude (MSL)	IFR	VFR	Total
10,000-15,000	1	-	1
9000-10,000	5	-	5
8000-9000	5	-	5
7000-8000	6	-	6
6000-7000	12	-	12
5000-6000	11	-	11
4000-5000	2	7	9
3000-4000	5	10	15
2000-3000	2	1	3
1000-2000	2	13	15
SFC-1000	-	16	16



June 19, 2010 1600-0400Z

Operations by 2 Hour Time Block

Time Frame	IFR	VFR	Total
1600-1800Z	4	8	12
1800-2000Z	10	13	23
2000-2200Z	6	15	21
2200-0000Z	7	11	18
0000-0200Z	6	10	16
0200-0400Z	2	2	4
Totals	35	59	94



Saturday

9:00-
11:00am
PDT

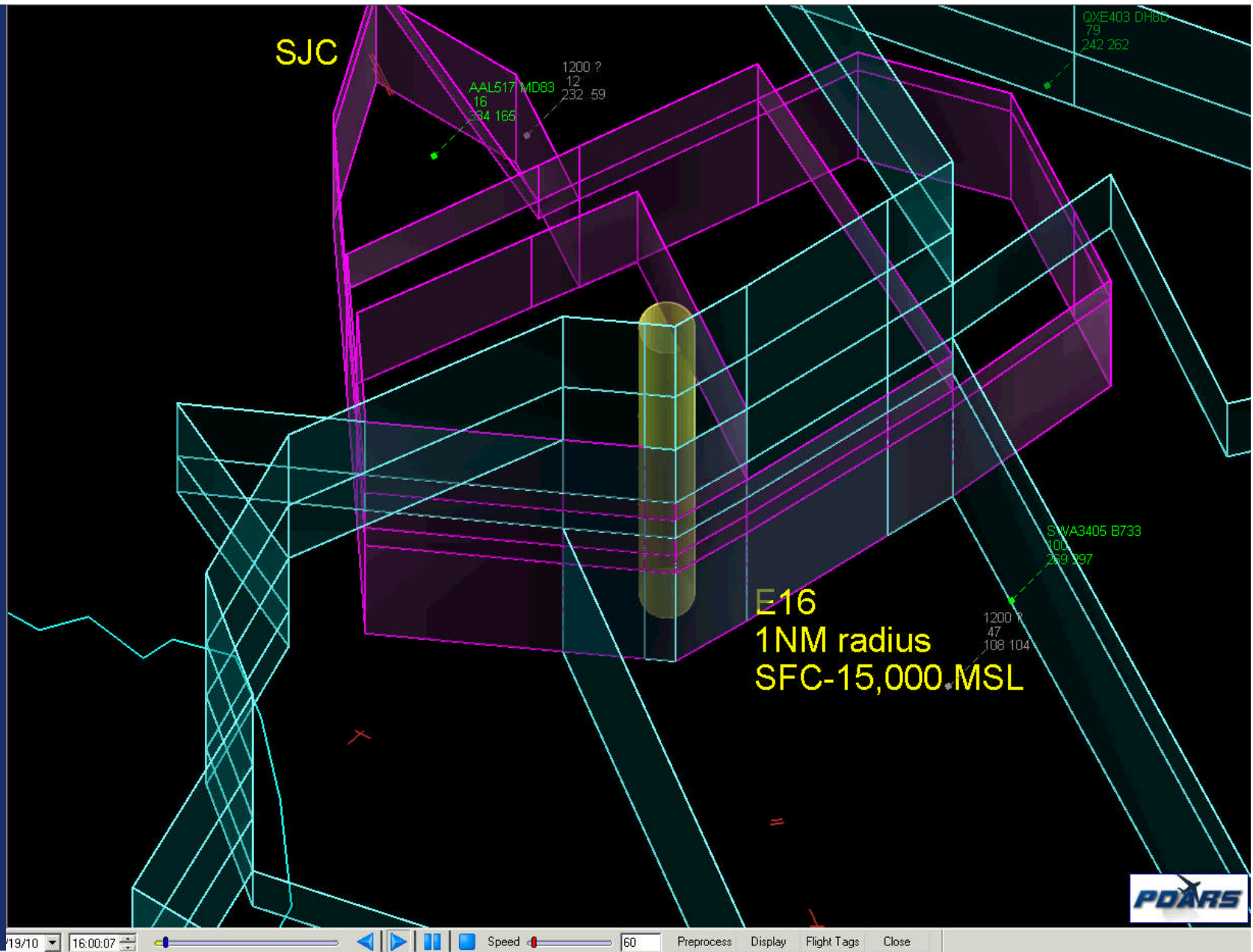
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1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



Saturday

11:00am-
1:00pm
PDT

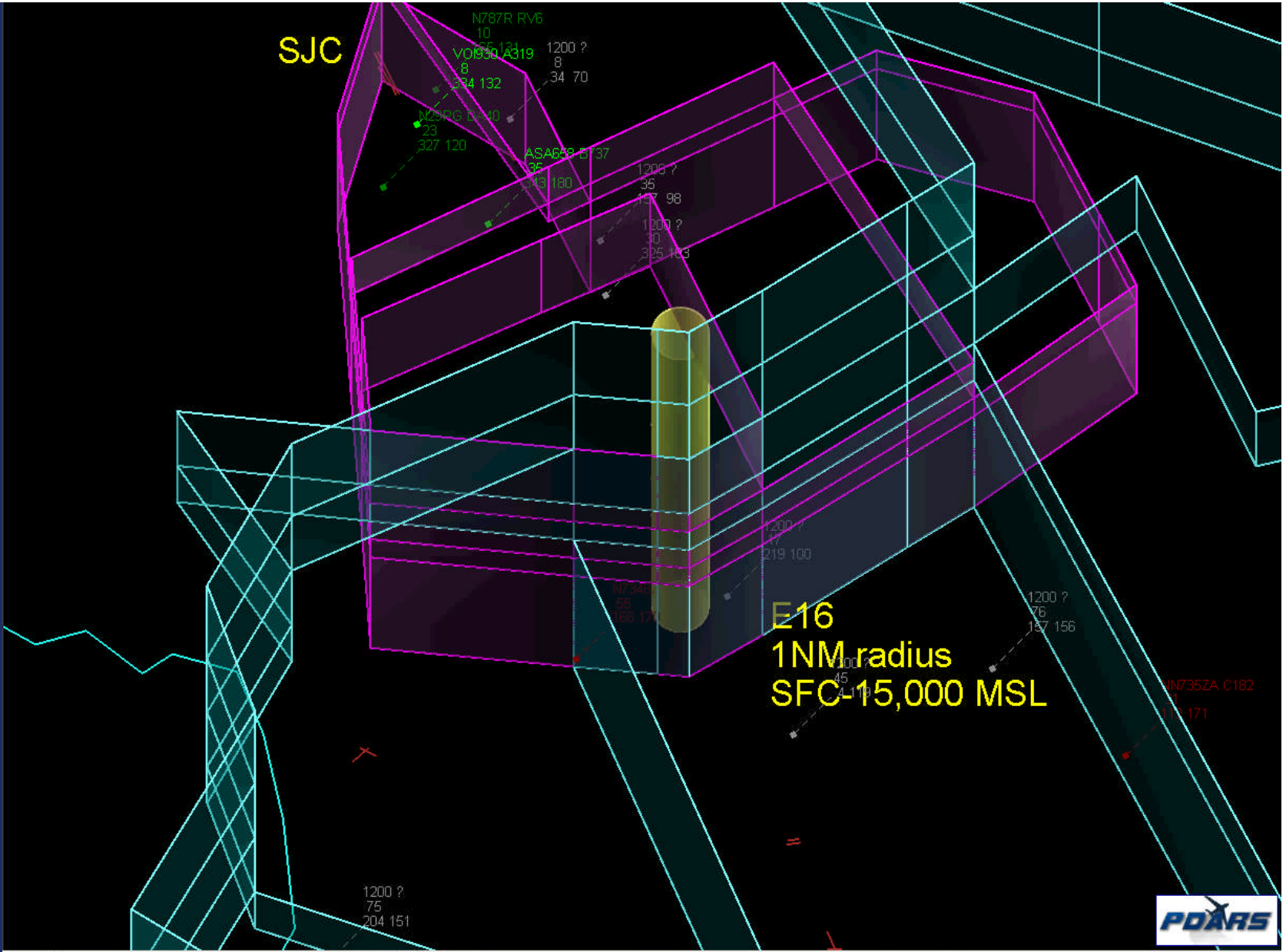
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1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



19/10 18:00:25 Speed 60 Preprocess Display Flight Tags Close

Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

Saturday

1:00-
3:00pm
PDT

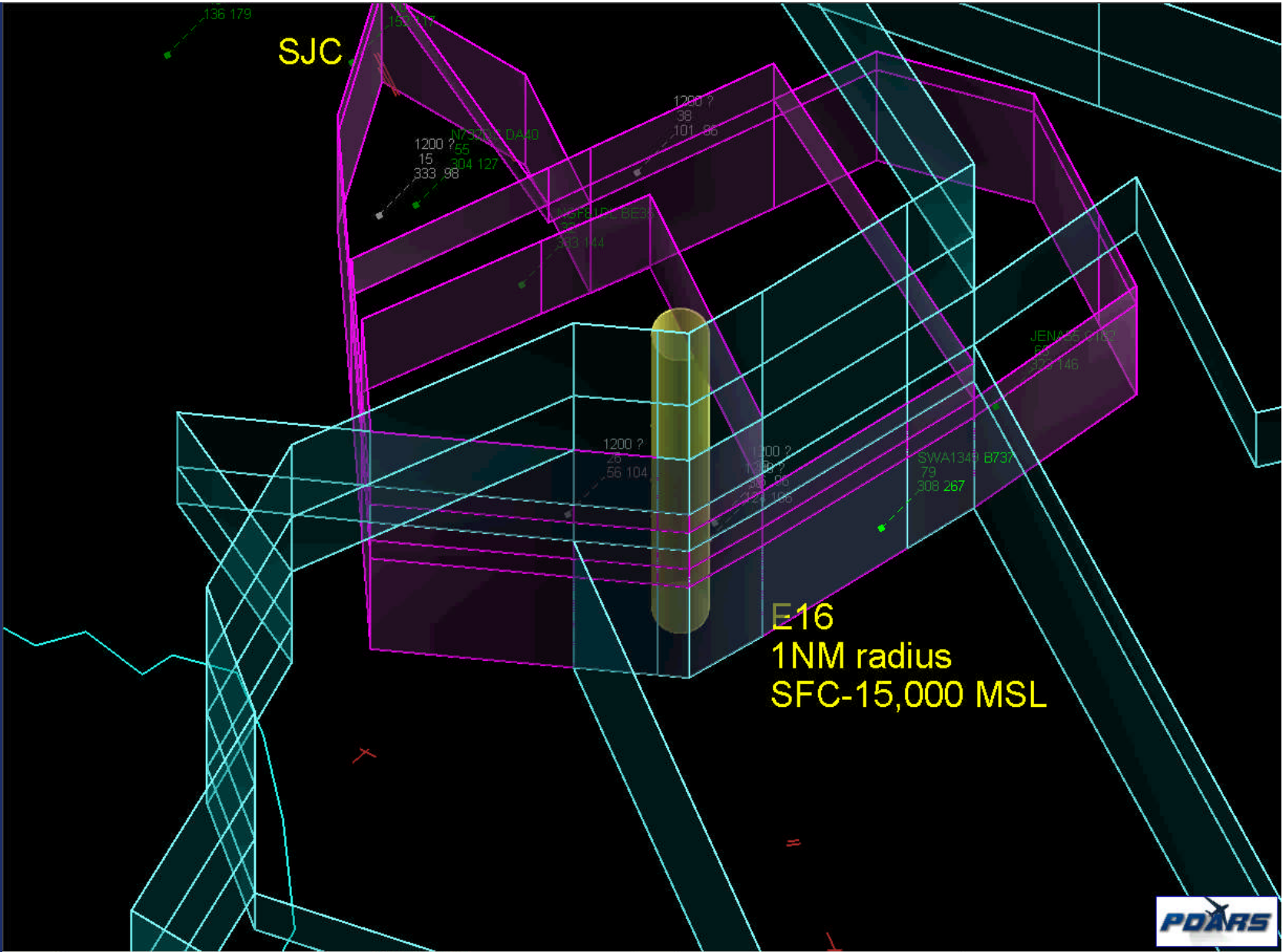
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IFR
Arrivals

IFR
Depts

Overflights

VFR



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Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

Saturday

3:00-
5:00pm
PDT

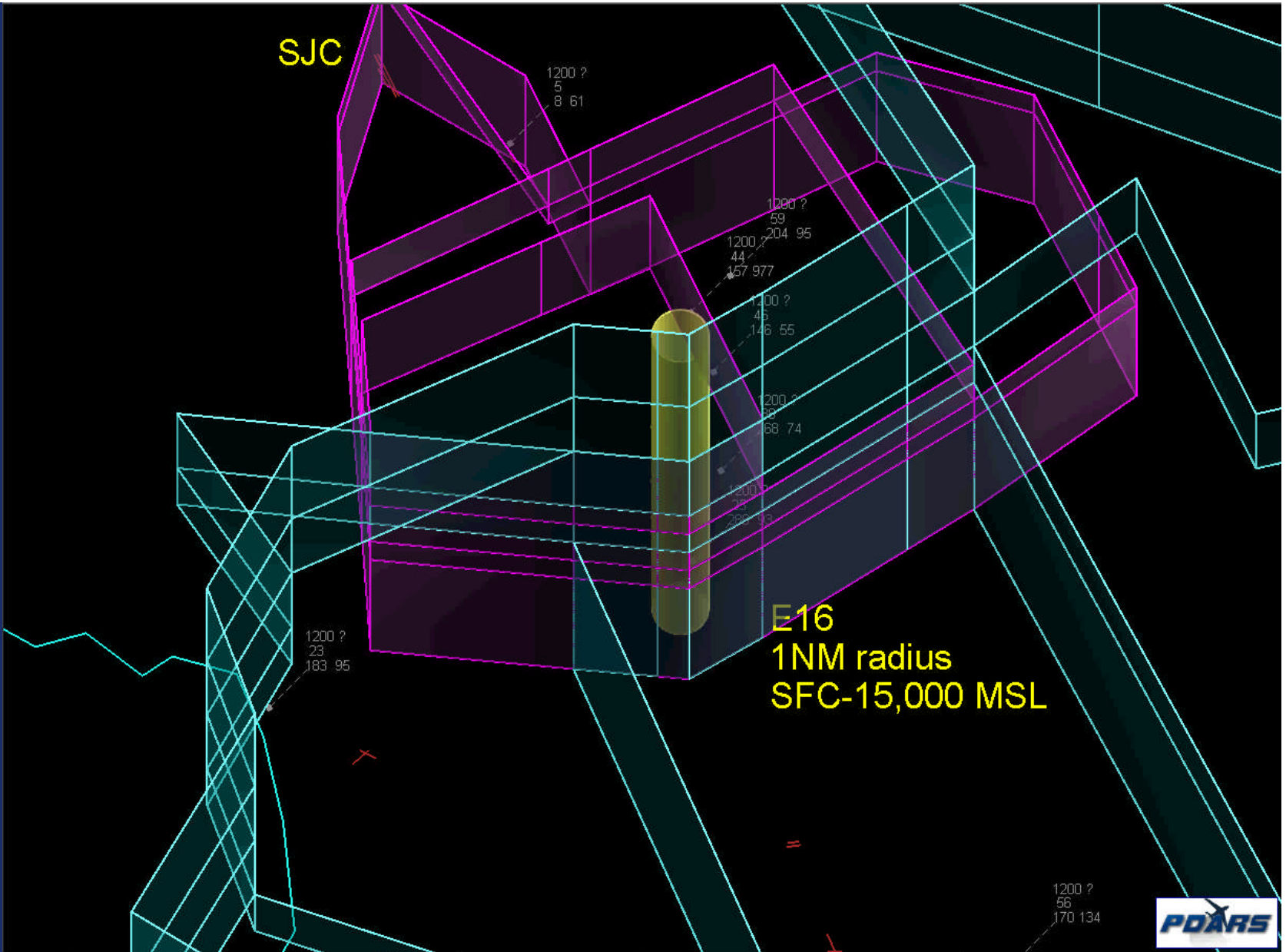
1 min =
1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



19/10 22:00:26 [Progress Bar] [Speed: 60] Preprocess Display Flight Tags Close

Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

Saturday

5:00-
7:00pm
PDT

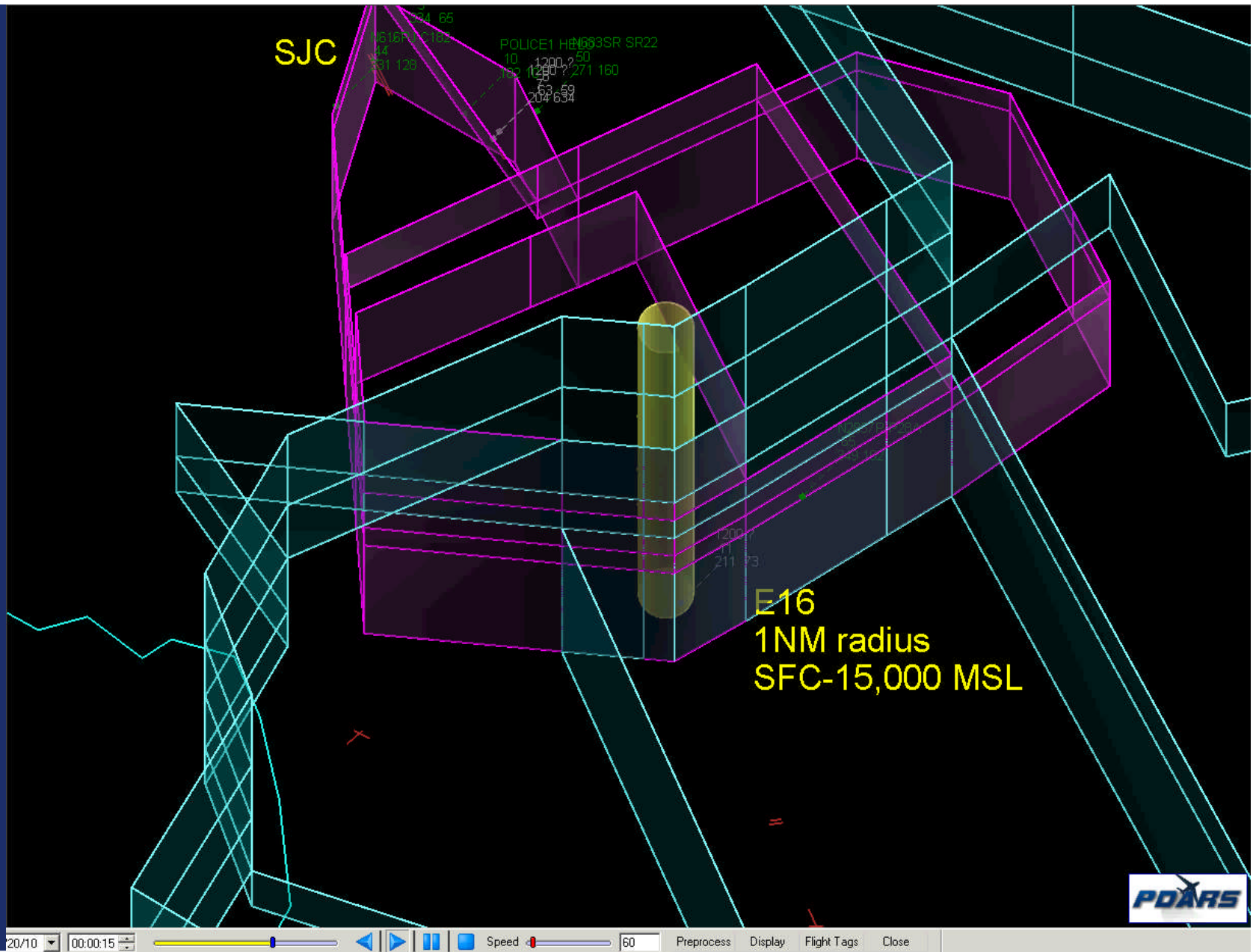
1 min =
1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



Garlic City Skydiving – Airspace Analysis
March 22, 2011



Federal Aviation
Administration

27

Saturday

7:00-
9:00pm
PDT

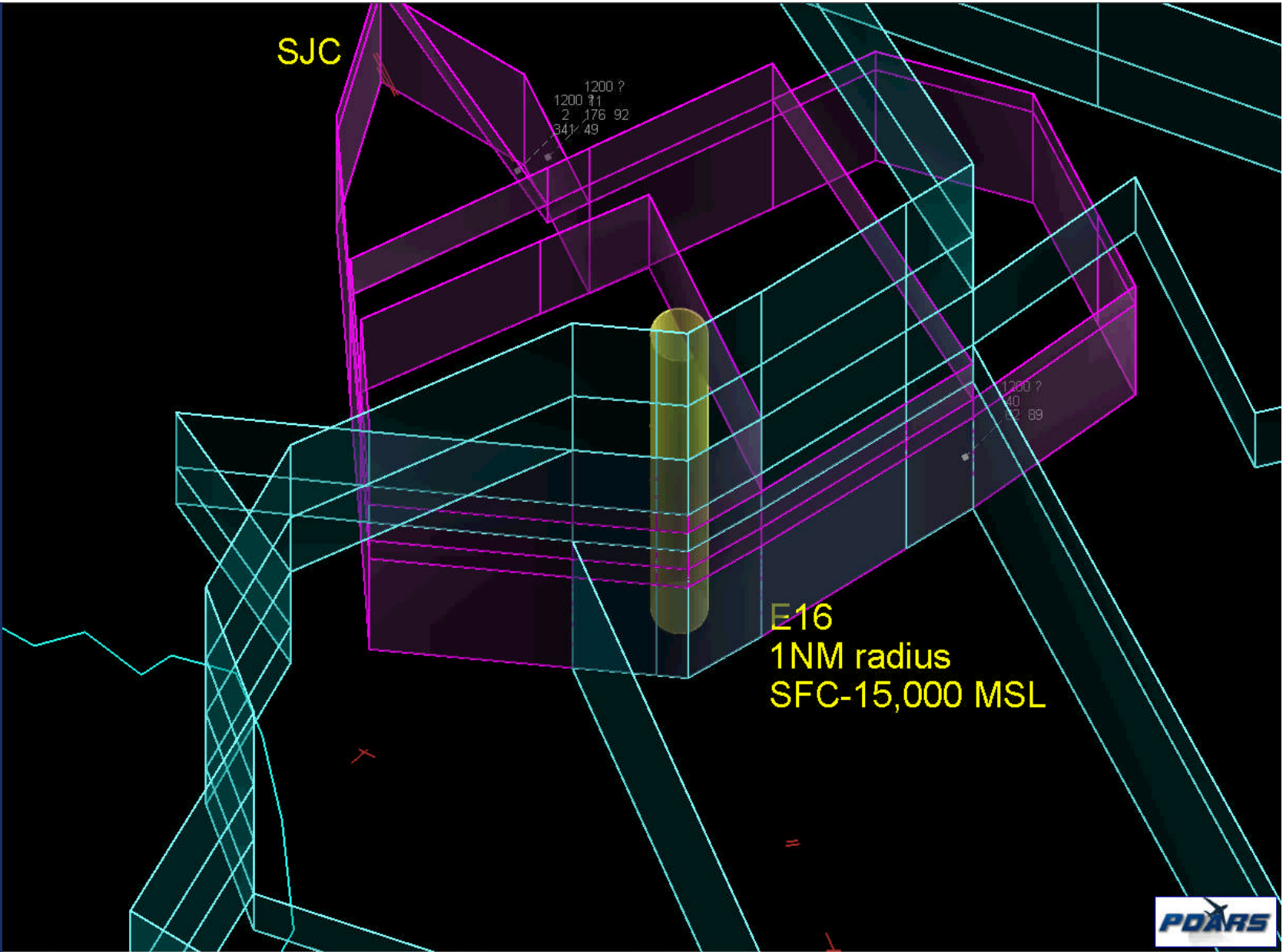
1 min =
1 hr

IFR
Arrivals

IFR
Depts

Overflights

VFR



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Garlic City Skydiving – Airspace Analysis
March 22, 2011

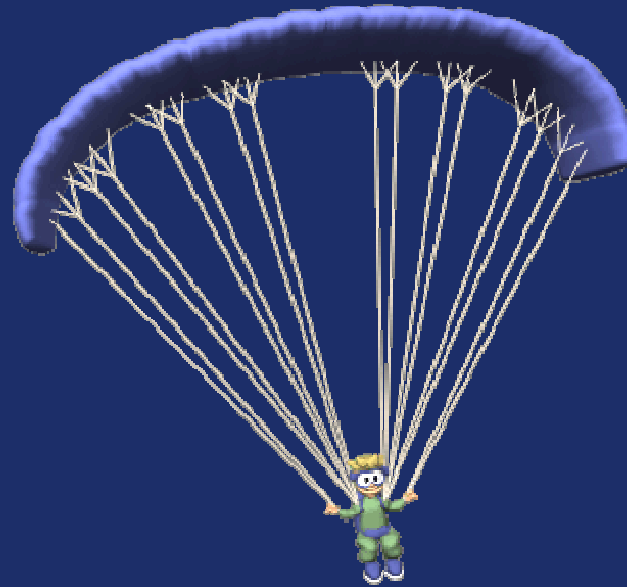


Federal Aviation
Administration

WSC OSG Recommendations

- **Allow Garlic City Skydiving to conduct non-emergency parachute jumping within a one NM radius of South County Airport at or below 15,000 feet MSL**
- **Northern California TRACON and Garlic City Skydiving negotiate a Letter of Agreement as outlined in FAA Order 7210.3W, Chapter 18, Section 4, Parachute Jump Operations**





Questions?





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. Raciore 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.



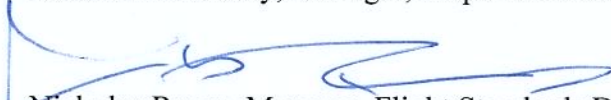
Federal Aviation Administration



Memorandum

Date: MAR 24 2011

To: Mark A. McClardy, Manager, Airports Division, AWP-600

From: 
Nicholas Reyes, Manager, Flight Standards Division, AWP-200

Prepared by: David Butterfield, All Weather Operations Program Manager, NextGen Branch, AWP-220.4

Subject: Federal Aviation Administration Safety Review of a Skydiving Proposal at South County Airport of Santa Clara County (California)

Western-Pacific Region, NextGen Branch (AWP-220) performed a review of all the documents associated with the Skydiving Proposal at South County Airport (E16) of Santa Clara County (California). The modification to our original position is based on updated Performance Data Analysis and Reporting System (PDARS) track data and Air Traffic Control's position that traffic volume will permit safe separation of aeronautical activities. The following comments are submitted for your review:

1. 14 CFR § 105 provide regulatory guidance for parachute operations.
2. The safety review report provided by the San Jose FSDO on December 3, 2009, is correct. The recommendations are appropriate for an uncontrolled airport, and are consistent with examples of other drop zones provided by the proponent.
3. E16 is located approximately 22 NM south of Norman Y. Mineta San Jose Airport (KSJC) and the Bay Area. This places it below the lateral boundary of a low-altitude airway (V-485). It is also approximately 1 NM east of the centerline of two turbojet arrivals to KSJC: ROBIE 3 and EL NIDO 5.

The proposed drop zone's location relative to a significant amount of VFR and IFR traffic will require strict compliance by Garlic City Skydiving with 14 CFR § 91.123 and §105, and close coordination with Air Traffic Control. Additional safety margins may be secured through a Letter of Agreement between NCT and Garlic City Skydiving, as outlined in FAA Order 7210.3W.

Cc: San Jose FSDO
AWP-7



Federal Aviation Administration

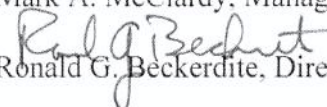
EXHIBIT

30

Memorandum

Date: **MAR 29 2011**

To: Mark A. McClardy, Manager, Airports Division, AWP-600

From: 
Ronald G. Beckerdite, Director, Western Service Center, AJV-W

Subject: Garlic City Skydiving Proposal

At the request of your office the Western Service Center (WSC) conducted a review and analysis of the proposal submitted by Garlic City Skydiving to conduct non-emergency parachute jumping over South County Airport (E16) in San Martin, CA. The Operations Support Group spearheaded the task in coordination with the Quality Control Group.

To ensure and enhance the safety of air traffic flying above E16 the preferable option would be for the proponent to offset their landing zone several miles away from the airspace corridor over the airport. This airspace is an active air traffic corridor with a mix of IFR and VFR aircraft transiting to and from both San Jose International Airport and Reid-Hillview Airport. However, the analysis of flight data over E16 does not indicate there are constant or predictable levels of high volume traffic during the times the proponent wishes to conduct jump operations.

Based on the analysis of air traffic operations over E16, the conclusion of the WSC is the operation can be conducted as proposed with appropriate mitigations to ensure safety. Therefore, the WSC makes the following recommendations for the proposal:

- Garlic City Skydiving be permitted to conduct parachuting jumping operations within a one nautical mile radius of E16 at or below 15,000 feet MSL.
- As specified in FAA Order 7210.3W, Chapter 18, Section 4. Parachute Jump Operations, the Northern California TRACON (NCT) should negotiate a letter of agreement with Garlic City Skydiving.

FAAO 7210.3W, 18-4-1 b. states, "When operational/procedural needs require or when warranted by high density air traffic or constrained airspace, negotiate letters of agreement that designate areas of ongoing jump activity as permanent jump sites." The airspace above E16 is constrained by a Federal Airway and the arrival flow into an FAA Focus Airport. It is the opinion of the WSC that a letter of agreement should be negotiated with the proponent with

language that provides NCT with the latitude to effectively manage the skydiving operations at E16 and ensure the safety of the airspace above E16.

If you have any additional questions concerning this request, please contact Robert Henry, Team Manager, Operations Support Group, Western Service Center, at (425) 203-4530.

County of Santa Clara

Roads and Airports Department

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



September 22, 2010

Mr. Mark McClardy
Manager, Airports Division
FAA - Regional Airport Office
P.O. Box 92007
Los Angeles, CA 90009-2007

Subject: Skydiving at South County Airport (E16)

Dear Mr. McClardy:

This letter is in response to the attached letter dated August 25, 2010 from your Regional Airports Division Compliance Program Manager, Mr. Tony Garcia, relating to the County of Santa Clara's (County) position with respect to a proposed skydiving operation and landing zone (LZ) at South County Airport (E16).

The County objects to the characterization that the County used delay tactics to deny Garlic City Skydiving's proposal related to skydiving at E16 and that we failed to act in good faith. The issues related to skydiving at E16 are inherently complex, and the conduct and duration of the County's review process was a function of that complexity. Although we recognize that FAA staff may have strong opinions on the issue, and understand that our internal review process took longer than we would have liked, the tone of Mr. Garcia's allegations do not encourage a productive and professional discourse on this important topic between our agencies.

The grant assurances authorize the County to prohibit or limit an aeronautical activity if necessary for the safe operation of the airport. Here, the County has determined that the proposal to drop skydivers through the middle of the congested V-485 airway (the main approach route to SJC) and expect them to land on a tiny three-acre landing zone (LZ) at E16 presents significant risks to the safe operation of E16. The County has concluded that these risks cannot be adequately mitigated. The attached memorandum to the Board of Supervisors discusses these risks in detail and the County's analysis of the proposal.

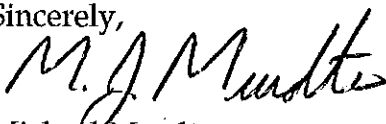
Mr. Garcia's letter takes the position that the County relied on inappropriate evidence to arrive at its determination, but fails to explain how the County's analysis is lacking. The letter references the December 9, 2009 determination by the San Jose Flight Standards District Office (FSDO) that skydiving with an LZ at the airport may be supported from a safety standpoint if nine conditions are met. However, the FSDO determination is not supported by any written study or analysis justifying the nine conditions in light of the location of the airport, the commercial and general aviation activity in and around the airport, and how skydiving can be safely accommodated at the airport. The County has engaged in a robust, thoughtful, and comprehensive analysis of how skydiving with an LZ at E16 will impact the safe operations of the airport. To the County's knowledge, the FAA has not.

We welcome the FAA's critique of the County's technical analysis and also its own technical analysis. The County, however, cannot accept Mr. Garcia's position that the grant assurances require the County to allow skydiving with a LZ on airport property in light of the very clear risks to the safe aeronautical operations at E16 if skydiving as proposed is permitted. Therefore, the County will not be submitting an appropriate corrective action plan (as requested by Mr. Garcia) that will make E16 available as a LZ for skydiving.

The County's decision to not allow a LZ at E16 in no way limits the availability of E16 to Garlic City Skydiving to operate a skydiving business provided the LZ is established in an off-airport location that would not have a negative impact on airport operations. The Board has directed me to expedite review of any revision by Garlic City Skydiving of its proposal that identifies an off-airport LZ to determine the impact to airport operations, if any. We are optimistic that an appropriate off-airport LZ can be identified that would permit skydiving to be conducted safely without presenting risks to the safe aeronautical operations at E16.

If you have any questions or would like to discuss this matter, I can be reached at 408-573-2438.

Sincerely,



Michael Murdter
Director

Attachments

T. Garcia Letter dated August 25, 2010
Board Transmittal dated August 24, 2010

cc: Mr. Tony Garcia, SFO ADO
Mr. Robert Y. Lee, SFO ADO
Mr. Jeff Bodin, Garlic City Skydiving



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division
800-27-101307

P. O. Box 92007
Los Angeles, CA 90009-2007

August 25, 2010

Carl Honaker
Airports Director
County of Santa Clara
2500 Cunningham Avenue
San Jose, CA 95110

Dear Mr. Honaker:

**South County Airport
Denial of Skydiving**

This purpose of this letter is to provide Santa Clara County (County) with FAA Regional Office determination regarding County's decision to prohibit skydiving at South County Airport (E16).

As a reminder, the grant assurances, as well as the surplus property conveyance deed, place specific obligations on an airport sponsor, such as the County. We begin by pointing out the FAA administers programs that provide funds and other assistance to local communities such as the County for the development of airports. In exchange for federal assistance, airport sponsors agree to assume certain obligations, specified in their agreements with the federal government, to maintain and operate airport facilities in accordance with the conditions in the agreements. Among the specific obligations are the following:

Grant Assurance 5, *Rights and Powers*, obligates the County to refrain from any action that will deprive it of rights and powers to perform in accordance with the requirements of the Grant Assurances. Among the County's responsibilities is the need to make the airport available for all types and classes of aeronautical activities.

Grant Assurance 22, *Economic Nondiscrimination*, requires that E16 be available for aeronautical activities on reasonable terms. Although restrictions can be imposed for safety reasons, a restriction must be justified. There must be factual evidence supporting the need for a restriction as well as the FAA's concurrence that the restriction is reasonably needed to ensure safety.

On August 17, 2009, the County was advised in a letter from the San Francisco Airports District Office that the County's continued refusal to negotiate in good faith with Jeff Bodin to permit skydiving at E16 would place the County in non-compliance with the Grant Assurances.

The San Jose Flight Standards District Office issued a determination on December 9, 2009 disclosing that skydiving could take place at E16 without adverse impact to the airport or airspace operations.

On several occasions, the latest being August 19, 2010, the Airports Division communicated with the County and inquired about the unreasonably long duration of the negotiations and the County's deliberations. Along the way, the County was advised that the delay appeared unreasonable because it was being used as a tactic to deny skydiving at E16.

Airports Division recently learned that the County Board of Supervisors were going to officially deny skydiving at E16. After reviewing the County's reasons for recommending that skydiving be prohibited, it appears that the County used an inappropriate evidence to make it appear that skydiving should not take place at E16. Strangely, the same reasons the County used to deny skydiving could be used purport that other aeronautical activities are unsafe at E16. The reality is that the skies must integrate difference types, classes, and kinds of aeronautical users. The County cannot arbitrarily single out one user of the airspace and conclude that one is unsafe.

The FAA has already concluded that skydiving can share E16 with other aeronautical users. Therefore, the County's skydiving prohibition is unreasonable. As a result, the County is not complying with Grant Assurances 5 and 22. We expect the County will take action immediately to come into compliance with the Grant Assurances.

As appropriate corrective action, the County will make E16 available on reasonable terms for skydiving and to do so as quickly as possible.

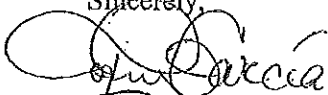
If the County fails to comply with the Grant Assurance, we are recommending that the San Francisco Airports District Office withhold grant funding from South County Airport.

Please provide your corrective action plan and schedule for its implementation within 30 days of your receipt of this letter. Mail to:

Robert Y. Lee
Airports Compliance Specialist
Airports District Office
831 Mitten Road, Room 210
Burlingame, CA 94010

In closing, we remind the County that Jeff Bodin has the option to elevate this impasse with the County to a formal complaint under the procedures of Title 14 Code of Federal Regulations Part 16. If you have any questions, you may call me (310) 725-3634.

Sincerely,



Tony Garcia
Airports Compliance Program Manager

cc: Jeff Bodin

County of Santa Clara
Roads & Airports Department
Airports Division



RA04 082410

Prepared by: Michael Murdter
Director, Roads & Airports Department

DATE: August 24, 2010

TO: Board of Supervisors

FROM: *M. J. Murdter*
Michael Murdter
Director, Roads & Airports Department

SUBJECT: Skydiving at South County Airport

RECOMMENDED ACTION

Consider recommendations related to proposed skydiving operations at South County Airport.

Possible action:

- a. Disapprove the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone (LZ) on South County Airport (Airport) property.
- b. Direct staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration (FAA) to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

FISCAL IMPLICATIONS

There are no fiscal implications to the General Fund or the Airport Enterprise Fund relating to the Recommended Action.

CONTRACT HISTORY

None.

REASONS FOR RECOMMENDATION

Garlic City Skydiving proposes to conduct skydiving operations at the Airport, whereby the skydivers would intend to land at a designated three-acre LZ on Airport property as shown in the attached aerial photo. Staff evaluated the proposal from a safety standpoint and determined that it presents several significant risks that cannot be adequately mitigated. The two broad categories of safety risks relate to (1) the potential for conflict between a skydiver and an aircraft and (2) the potential for a skydiver to miss the LZ. Each of these safety risks is discussed below.

A. Potential conflict between skydivers and aircraft.

The airspace directly above and adjacent to South County Airport is a very busy corridor for commercial aircraft flying into Mineta San José International Airport (SJC), as shown on Attachments A - D. (A description of each attachment is contained in the Background section.) Commercial jets on approach to SJC fly at an altitude of 4,000 to 8,000 feet above mean sea level (MSL) in the vicinity of the Airport. The skydivers, however, will jump from an altitude of 12,000 to 15,000 MSL, which means that they will descend through the very airspace used by the large commercial jets on approach to SJC. The airspace around the Airport is also a very busy corridor for pilots flying between the Bay Area and other airports in southern and central California under Visual Flight Rules (VFR).

In the Class E airspace around the Airport, aircraft are not required to contact air traffic control and are not assigned a heading or altitude by air traffic control. In other words, when flying under VFR in Class E airspace, collision avoidance is the sole responsibility of the pilot. Since the Airport does not have a control tower, this responsibility extends to landings and take-offs as well. Although it is prudent for a pilot intending to take off or land at the Airport to communicate his intentions on the Airport's advisory frequency, he is not required to do so.

The FAA has attempted to mitigate the risk of potential conflict between a skydiver and an aircraft by establishing nine conditions (Attachment E) that constitute a program dependent on communication and awareness. Staff does not endorse the FAA's plan as the following examples further explain.

- The FAA's conditions require that a Notice to Airmen (NOTAM) be issued whenever the LZ is active. The LZ is in close proximity to the Airport's takeoff and landing pattern. Therefore, it is essential that pilots in the vicinity of the airport be aware that the LZ is active and refrain from flying through the airspace used by the skydivers. However, there is no way to ensure that pilots flying over the Airport through Class E airspace under VFR flight conditions have checked for NOTAMs through the FAA's Flight Service Station system. Consequently, some pilots may not be aware of the skydivers and will not be on notice to look out for them.

- The FAA's conditions also require the skydiving jump aircraft to communicate with regional traffic control and other aircraft during jump activities. However, only those aircraft intending to land or take off at the Airport would typically monitor the Airport advisory frequency because the frequency is only used by pilots to self-clear take offs and landings at the Airport. Aircraft in the vicinity of the Airport, but not monitoring the Airport advisory frequency, would not be notified of the skydiving.

- If the jump aircraft pilot neglects to make the radio call to either the regional traffic control center or the Airport advisory frequency, there could be multiple commercial and general aviation aircraft that would be unaware of the skydiving activity.

The FAA's list of conditions is not supported by any available analysis demonstrating it is sufficient to safely accommodate skydiving at the Airport in light of the Airport's location and the commercial and general aviation activity in and around the Airport. Staff does not believe the FAA's conditions are sufficient to mitigate the risk of potential conflict between a skydiver and an aircraft. Each of the FAA's nine conditions would have to be executed perfectly for every jump to avoid a mishap. There is significant potential for a miscommunication or lack of awareness on the part of a pilot or skydiver to cause an accident.

B. Potential for a skydiver to miss the LZ.

The skydivers will jump from an altitude between 12,000 and 15,000 feet MSL over either Morgan Hill, Gilroy or the unincorporated area depending on wind speed and direction. The LZ is small and in close proximity to the Airport runway, Highway 101, and the adjacent community. Landing on the LZ will require accuracy. Any miscalculation by the jumpmaster or the skydiver, shift in the wind speed and direction, or equipment malfunction could cause the skydiver to miss the LZ. If the skydiver misses the LZ they could land on the runway, the highway, or adjacent private property. If a skydiver experiences a primary parachute failure and utilizes the reserve parachute, the "cutaway" parachute could drift with the wind into an aircraft or onto the highway or power lines.

The FAA's condition relating to the risk of landing somewhere other than the LZ is to require jumpers to be briefed to remain clear of the runway and stay within the designated drop zone.

Staff compared the proposed skydiving operation at the Airport to other General Aviation airports in Northern California that currently have a LZ on airport property or propose to establish a LZ on airport property. None of the other airports experience the combination of factors at South County Airport including the airspace congestion in the vicinity of the airport. Also, in each case, the established LZ is much larger than the proposed LZ at South County Airport and therefore allows for a larger margin of error on the part of the skydiver.

Staff believes that the safety concerns outlined above could be mitigated significantly if the LZ is established an appropriate distance away from the airport and outside the V-485 airway, which is a congested corridor for air traffic between South County and San Jose International Airport. Disapproval of Garlic City Skydiving's proposal to conduct skydiving operations with a LZ on Airport property does not preclude the conduct of skydiving operations using a LZ on private property off-airport. If an off-airport LZ is proposed, staff is prepared to work with Garlic City Skydiving and the FAA to expeditiously review the revised proposal to ensure that it does not have a negative impact on airport safety.

BACKGROUND

Attachment A depicts the Instrument Landing System (ILS) precision approach into Mineta San Jose International Airport (SJC). Aircraft using this approach would fly from the "Gilro" Intersection to intercept the final approach course and in doing so would fly

directly over San Martin.

Attachment B is a portion of the Enroute Low Altitude Navigation Chart depicting the V-485 airway over South County Airport. This airway is used for both Instrument Flight Rules (IFR) and Visual Flight Rules (VFR) flights transiting this area. Aircraft can be as low as 4,600 feet and up to 18,000 feet flying on this airway.

Attachment C is a portion of the VFR Sectional Chart depicting airspace over South County Airport and provides a good visual depiction of the terrain and developed community boundaries between San Jose and Gilroy. Note the Caution Box describing High Volume of Traffic from 11,000 down to 6,000 feet from Licke Intersection (near Hwy. 85 -101 merge) south to the Hollister Airport. This pertains primarily to airline traffic to/from San Jose.

Attachment D depicts the flight tracks of aircraft in the vicinity of South County Airport in the 12-hour period between 8:00 am and 8:00 pm on Friday, July 30, 2010. The red lines indicate commercial traffic inbound to SJC. The green tracks indicate commercial traffic outbound from SJC and the blue lines indicate all other traffic. South County Airport is depicted by the white cross in the center.

CONSEQUENCES OF NEGATIVE ACTION

The proposed skydiving activities at South County Airport will take place with the landing zone on airport property.

STEPS FOLLOWING APPROVAL

Send notification of completed processing to:

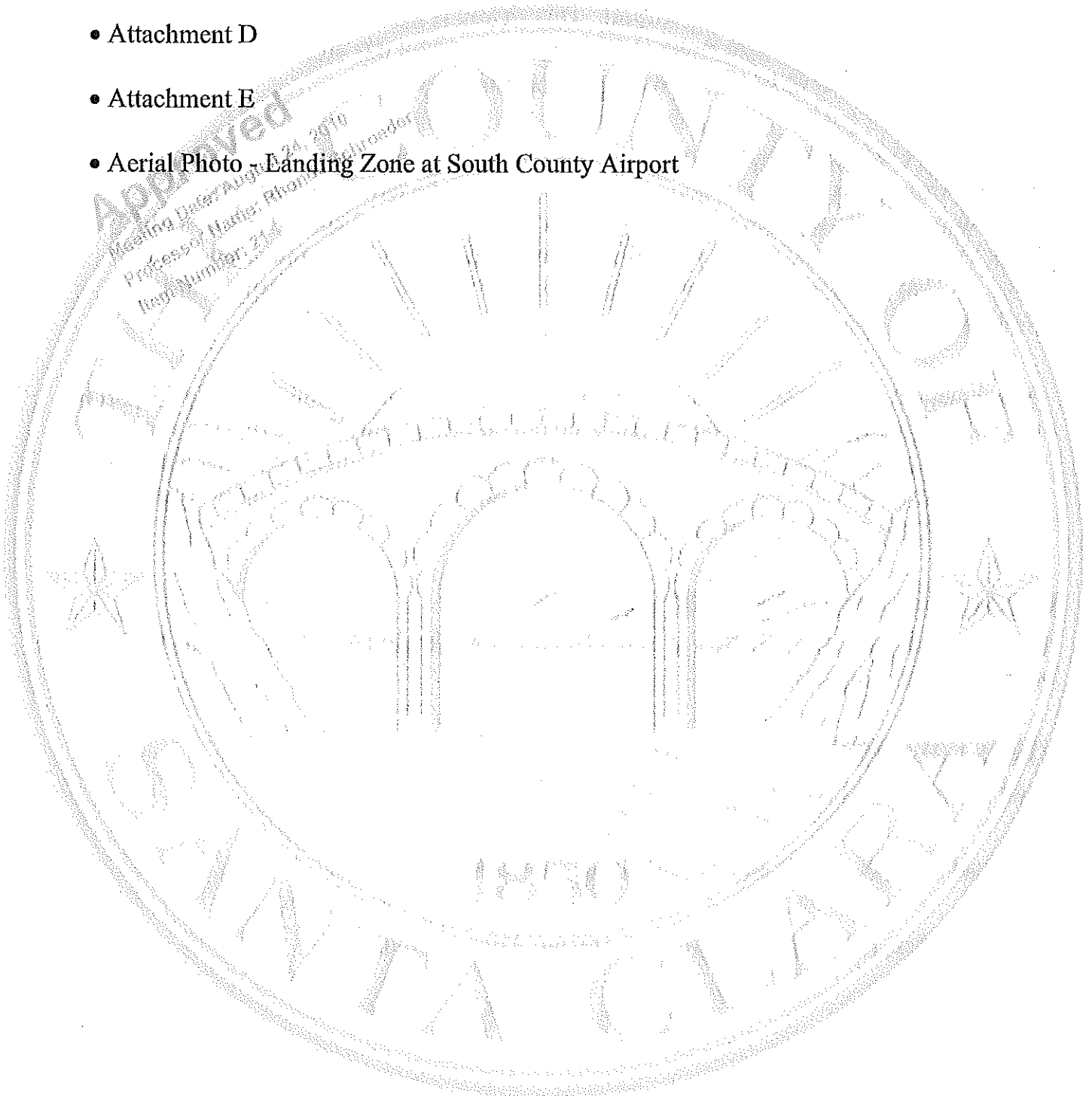
Michael Murdter, Roads and Airports Department, Administration

Carl Honaker, Roads and Airports Department, Airports Division

ATTACHMENTS

- Attachment A

- Attachment B
- Attachment C
- Attachment D
- Attachment E
- Aerial Photo - Landing Zone at South County Airport



SAN JOSE, CALIFORNIA

AL-693 (FAA)

ILS or LOC/DME RWY 30L

LOC I-SJC 110.9 Chan 46	APP CRS 303°	Rwy Idg 30L 7605 TDZE 57 Apt Elev 62	Rwy Idg 30R 7479 TDZE 55 Apt Elev 62	Rwy Idg 29 4599 TDZE 52 Apt Elev 62
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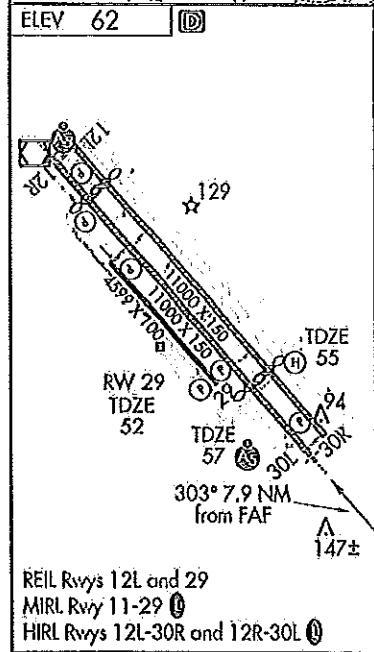
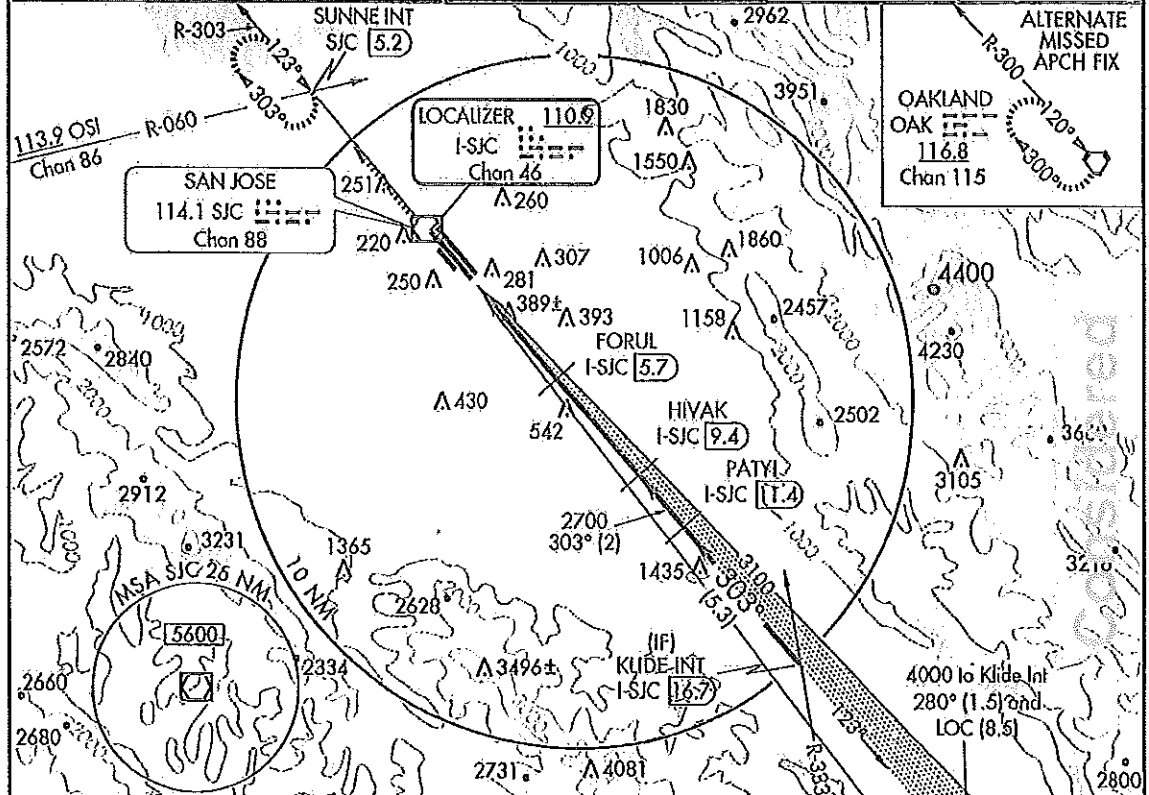
SAN JOSE / NORMAN Y.
MINETA SAN JOSE INTL (SJC)

DME required.
*RVR 1800 authorized with the use of FD or AP or HUD to DA.

MALSR
Rwy 30L

MISSED APPROACH; Climb to 1900 via the SIC R-303 to SUNNE Int and hold.

ATIS 126.95	NORCAL APP CON 120.1 290.25	SAN JOSE TOWER * 124.0 (CTAF) 257.6	GND CON 121.7	CLNC DEL 118.0
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	SUNNE INT SIC R-303 I-SJC 1.4	FORUL I-SJC 5.7	HIVAK I-SJC 9.4	PATYL I-SJC 11.4	KLIDE INT I-SJC 16.7	Procedure Turn NA
	1900	2700	2700	3100	4000	GS 3.00° TCH 55
	VGS and ILS glidepath not coincident.					
CATEGORY	A	B	C	D		
S-ILS 30L	*257/24 200 (200-½)					
S-LOC 30L	640/24	583 (600-½)	640/50	583 (600-1)	640/60	583 (600-1½)
SIDESTEP RWY 29	640-1	588 (600-1)	640-1½	588 (600-1½)	640-2	588 (600-2)
SIDESTEP RWY 30R	640-1	585 (600-1)	640-1½	585 (600-1½)	640-2	585 (600-2)
CIRCLING	NA					

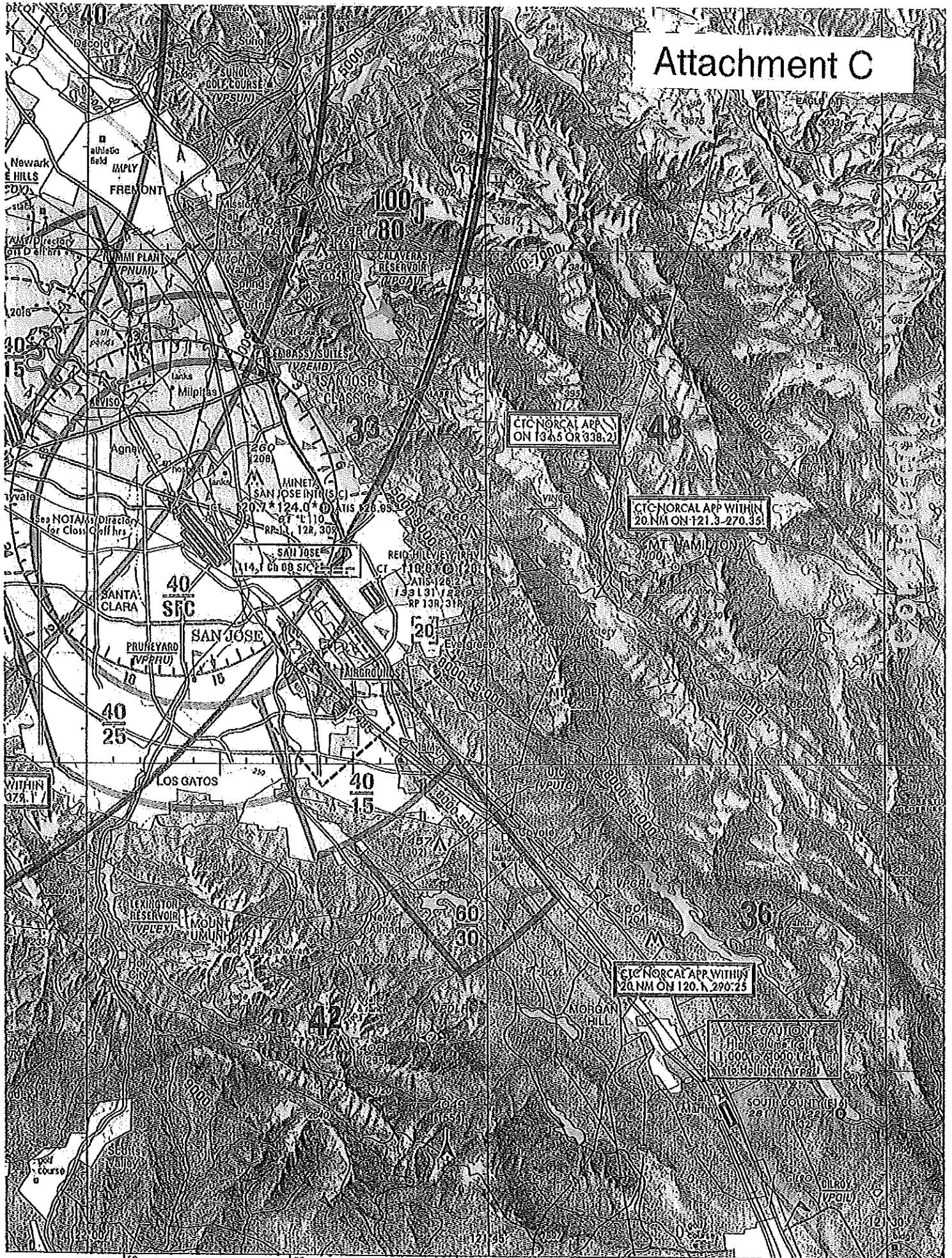
SAN JOSE, CALIFORNIA
Amdt 22A 09295

SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)

37°22'N - 121°56'W

ILS or LOC/DME RWY 30L

Attachment C



55 50 60 55 65 60 65 70 75 80

Considered

Attachment D

© 2008 TeleSis, Inc. Oct 2008

Heading: 309
Elevation: 90

AviVids
Departures
Overflight



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. Raclor 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

Considered

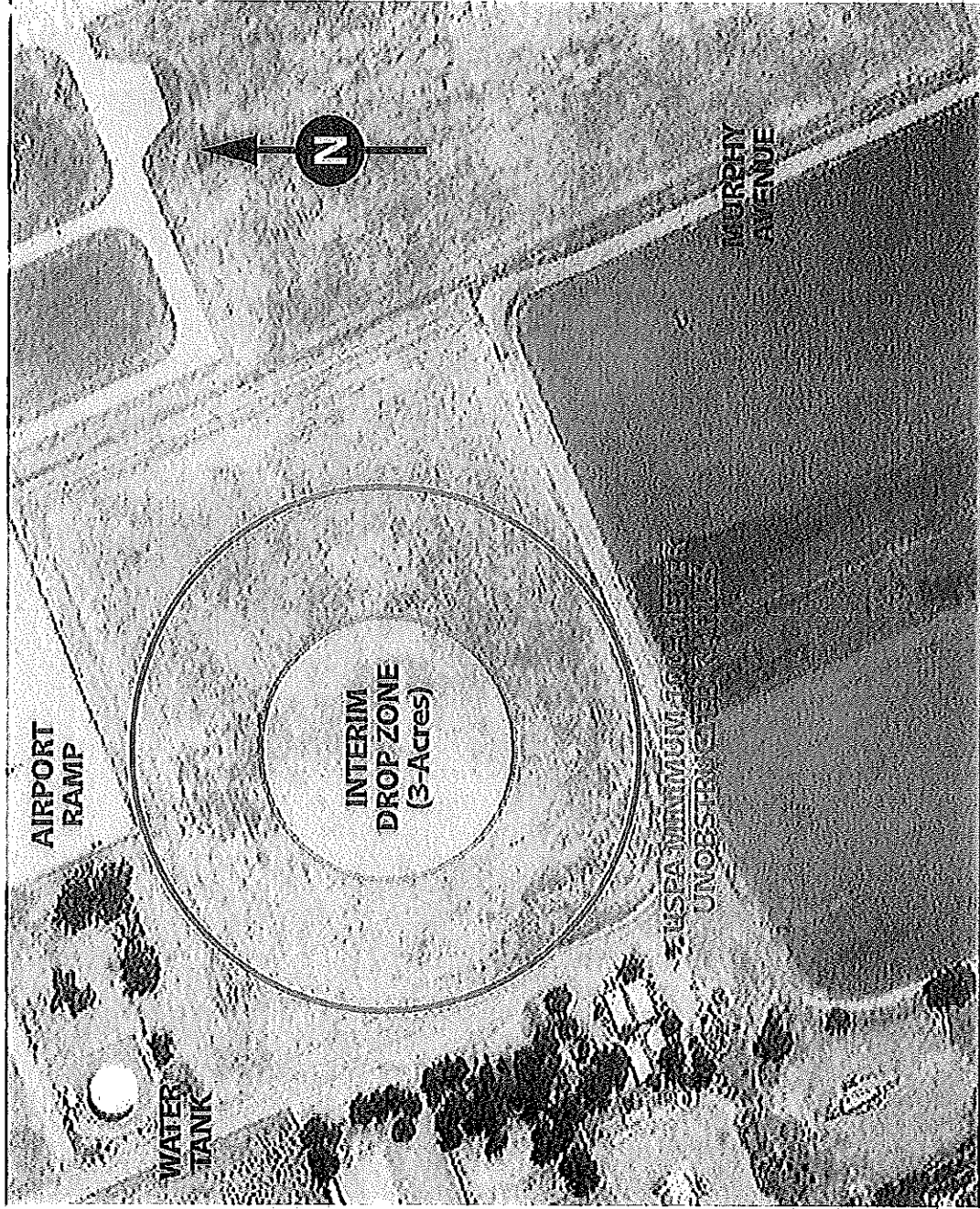
The required conditions relating to safety at the South County Airport of Santa Clara County during parachute jump activities are (the specified conditions do not limit the use of the drop zone based upon the runway in use at the time of the parachute operations):

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.

Considered

**PROPOSED SOUTH COUNTY AIRPORT
INTERIM PARACHUTE DROP ZONE**



Considered

County of Santa Clara
Roads & Airports Department
Airports Division



RA04 082410

Prepared by: Michael Murdter
Director, Roads & Airports Department

DATE: August 24, 2010

TO: Board of Supervisors

FROM: *M. J. Murdter*
Michael Murdter
Director, Roads & Airports Department

SUBJECT: Skydiving at South County Airport

RECOMMENDED ACTION

Consider recommendations related to proposed skydiving operations at South County Airport.

Possible action:

- a. Disapprove the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone (LZ) on South County Airport (Airport) property.

- b. Direct staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration (FAA) to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

FISCAL IMPLICATIONS

There are no fiscal implications to the General Fund or the Airport Enterprise Fund relating to the Recommended Action.

CONTRACT HISTORY

None.

REASONS FOR RECOMMENDATION

Garlic City Skydiving proposes to conduct skydiving operations at the Airport, whereby the skydivers would intend to land at a designated three-acre LZ on Airport property as shown in the attached aerial photo. Staff evaluated the proposal from a safety standpoint and determined that it presents several significant risks that cannot be adequately mitigated. The two broad categories of safety risks relate to (1) the potential for conflict between a skydiver and an aircraft and (2) the potential for a skydiver to miss the LZ. Each of these safety risks is discussed below.

A. Potential conflict between skydivers and aircraft.

The airspace directly above and adjacent to South County Airport is a very busy corridor for commercial aircraft flying into Mineta San José International Airport (SJC), as shown on Attachments A - D. (A description of each attachment is contained in the Background section.) Commercial jets on approach to SJC fly at an altitude of 4,000 to 8,000 feet above mean sea level (MSL) in the vicinity of the Airport. The skydivers, however, will jump from an altitude of 12,000 to 15,000 MSL, which means that they will descend through the very airspace used by the large commercial jets on approach to SJC. The airspace around the Airport is also a very busy corridor for pilots flying between the Bay Area and other airports in southern and central California under Visual Flight Rules (VFR).

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BACKGROUND

Attachment A depicts the Instrument Landing System (ILS) precision approach into Mineta San Jose International Airport (SJC). Aircraft using this approach would fly from the "Gilro" Intersection to intercept the final approach course and in doing so would fly directly over San Martin.

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Attachment D depicts the flight tracks of aircraft in the vicinity of South County Airport in the 12-hour period between 8:00 am and 8:00 pm on Friday, July 30, 2010. The red lines indicate commercial traffic inbound to SJC. The green tracks indicate commercial traffic outbound from SJC and the blue lines indicate all other traffic. South County Airport is depicted by the white cross in the center.

CONSEQUENCES OF NEGATIVE ACTION

The proposed skydiving activities at South County Airport will take place with the landing zone on airport property.

STEPS FOLLOWING APPROVAL

Send notification of completed processing to:

Michael Murdter, Roads and Airports Department, Administration

Carl Honaker, Roads and Airports Department, Airports Division

ATTACHMENTS

- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E
- Aerial Photo - Landing Zone at South County Airport

SAN JOSE, CALIFORNIA

AL-693 (FAA)

ILS or LOC/DME RWY 30L

LOC I-SJC 110.9 Chan 46	APP CRS 303°	Rwy Idg 30L 7605 TDZE 57 Apt Elev 62	Rwy Idg 30R 7479 TDZE 55 Apt Elev 62	Rwy Idg 29 4599 TDZE 52 Apt Elev 62
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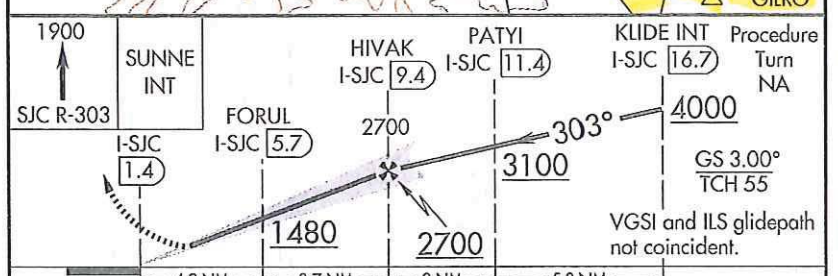
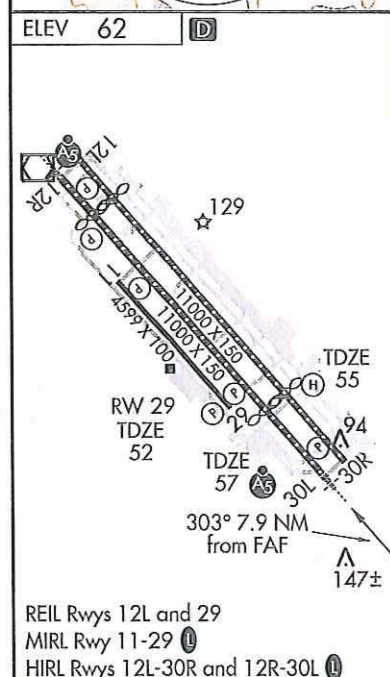
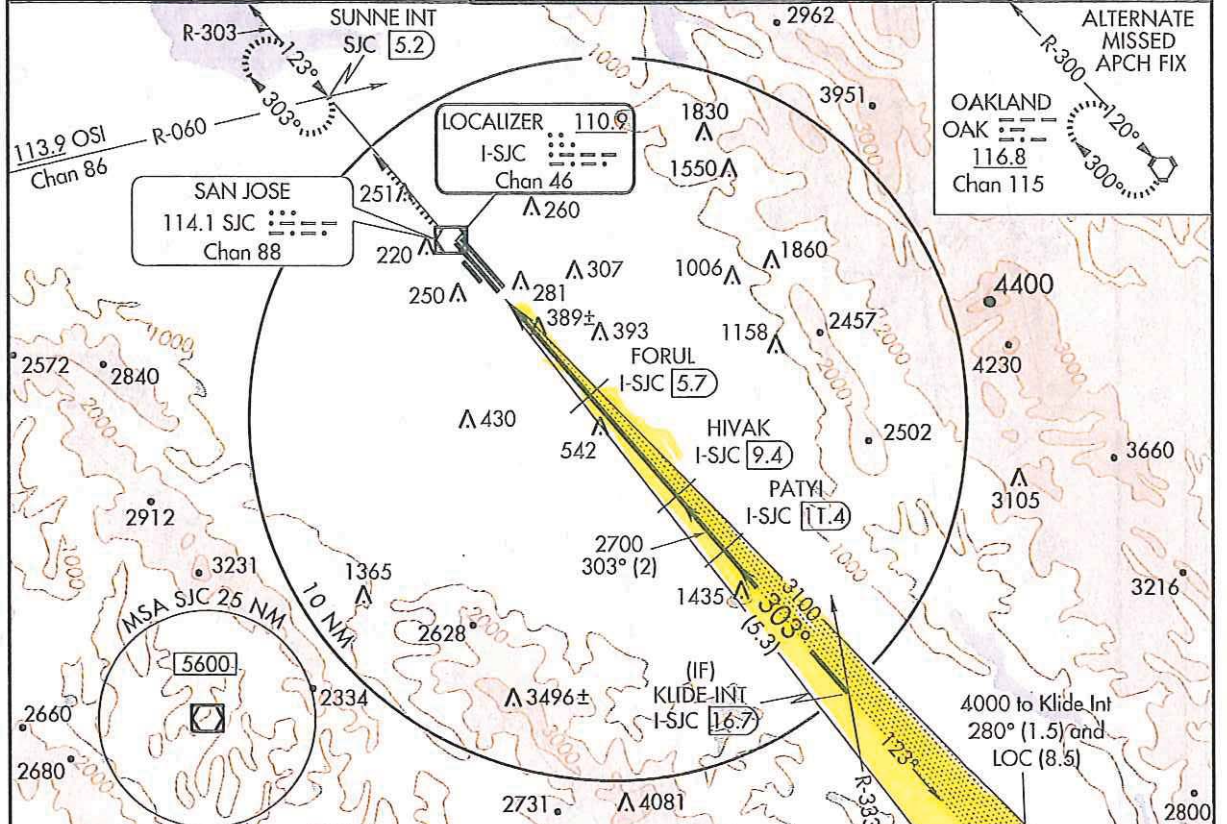
SAN JOSE / NORMAN Y.
MINETA SAN JOSE INTL (SJC)

D DME required.
A *RVR 1800 authorized with the use of FD or AP or HUD to DA.

MALSR Rwy 30L

MISSED APPROACH: Climb to 1900 via the SJC R-303 to SUNNE Int and hold.

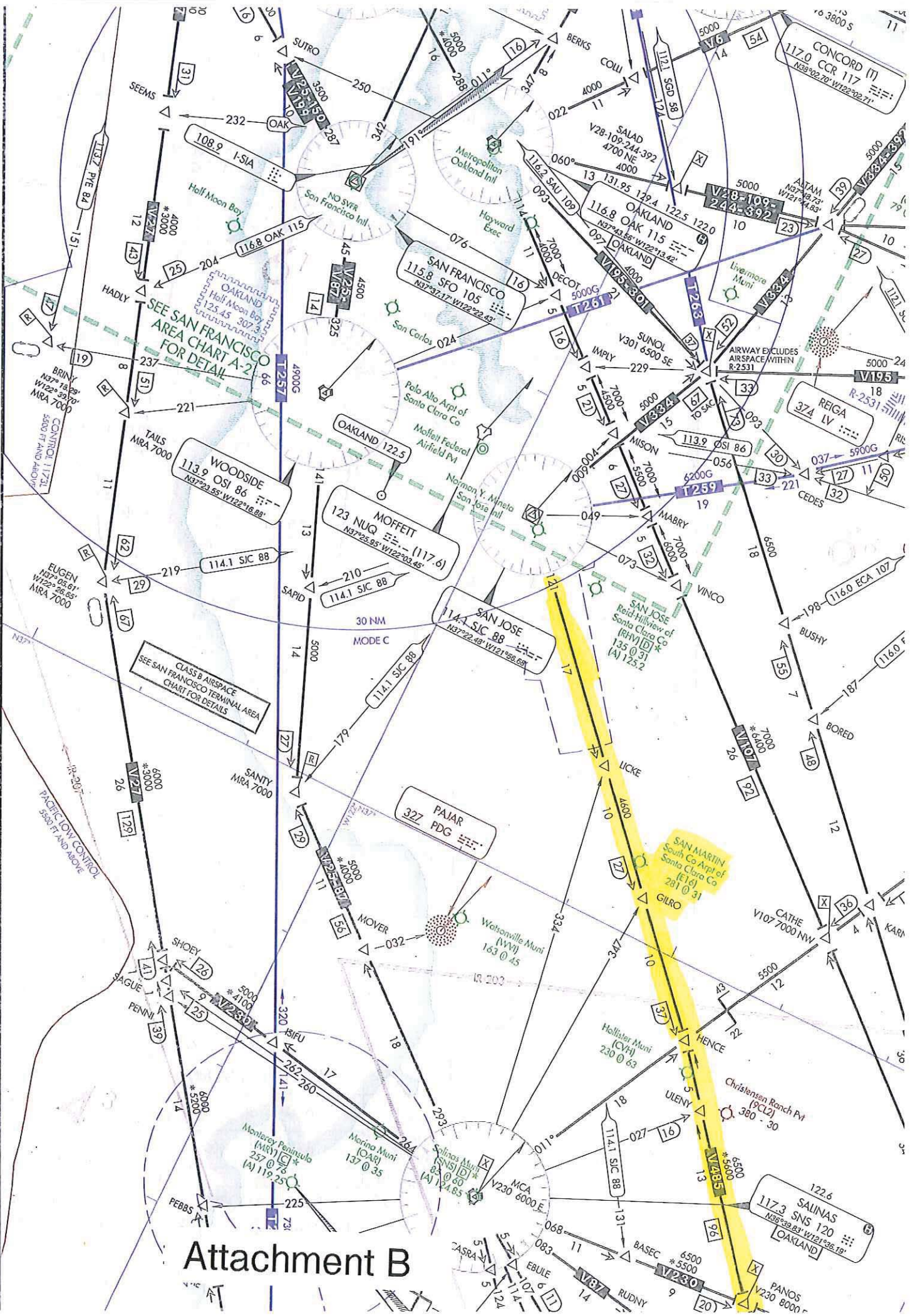
ATIS 126.95	NORCAL APP CON 120.1 290.25	SAN JOSE TOWER * 124.0 (CTAF) 0 257.6	GND CON 121.7	CLNC DEL 118.0
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CATEGORY	A	B	C	D
S-ILS 30L	*257/24 200 (200-½)			
S-LOC 30L	640/24	583 (600-½)	640/50 583 (600-1)	640/60 583 (600-1½)
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CIRCLING	NA			

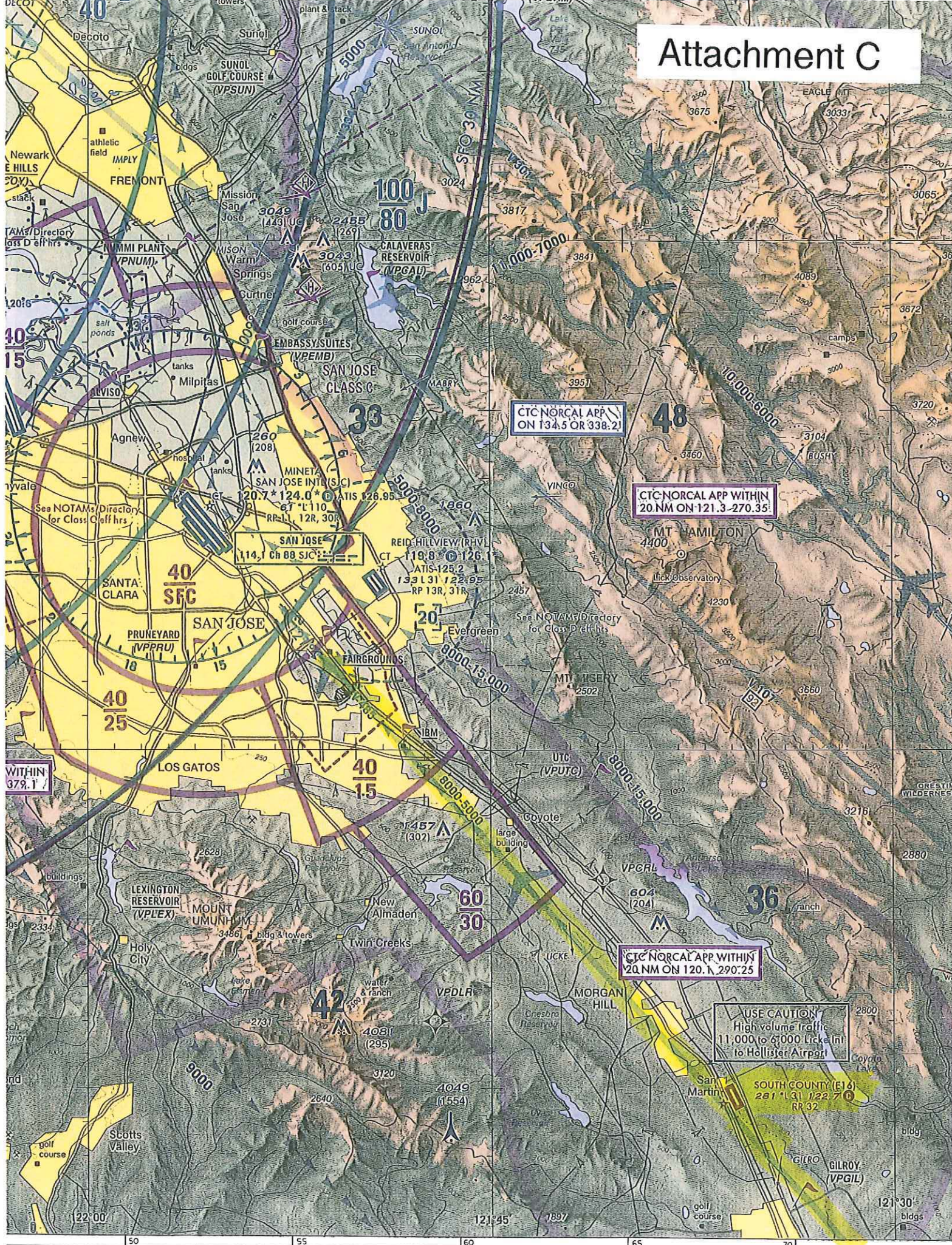
SAN JOSE, CALIFORNIA
Amdt 22A 09295

SAN JOSE / NORMAN Y. MINETA SAN JOSE INTL (SJC)
37°22'N - 121°56'W
ILS or LOC/DME RWY 30I

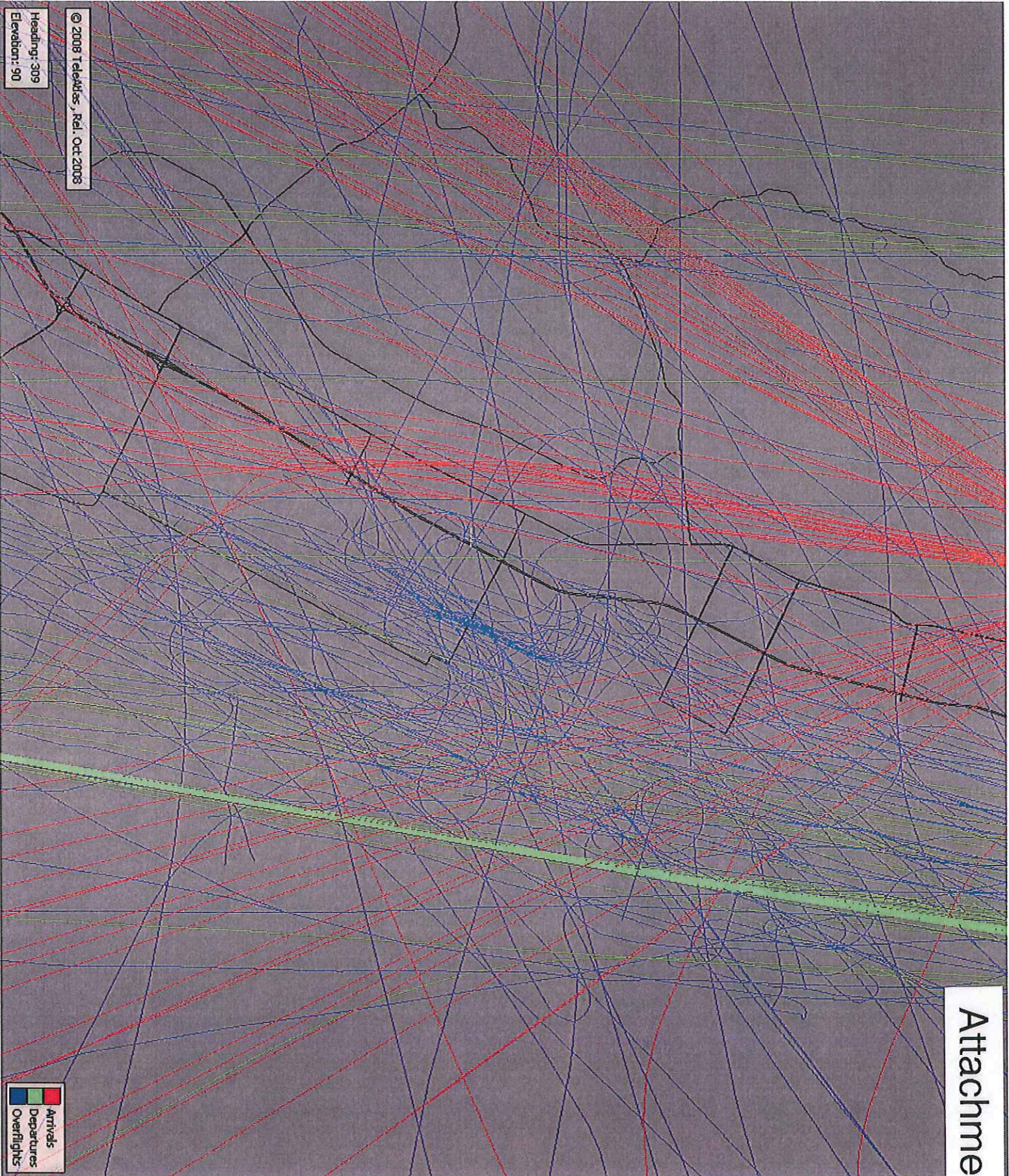


Attachment B

Attachment C



Attachment D



Heading: 309
Elevation: 90

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Arrivals
Departures
Overflights



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

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**Original Signed by
John R. Howard**

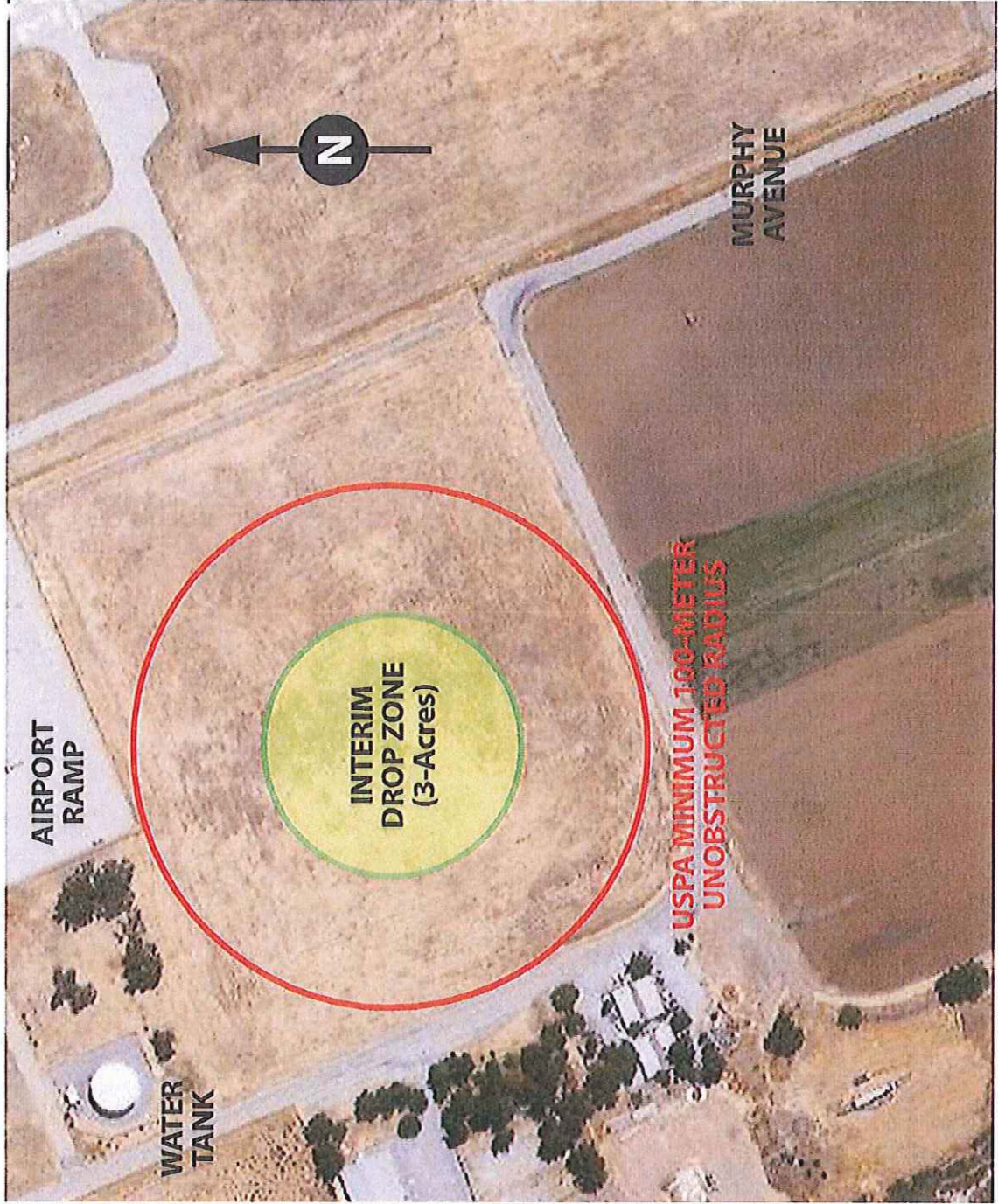
Attachment: Required conditions that must be agreed to by Mr. Tony Garcia, Mr. Jeff Bodine, and Mr. W. Carl Honaker

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2. A NOTAM must be established and published through the appropriate aeronautical entity to advise all airport users of the parachute jump activities.
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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.

**PROPOSED SOUTH COUNTY AIRPORT
INTERIM PARACHUTE DROP ZONE**



Comparative Airport Skydiving Operations

<u>Airport</u>	<u>On Airport LZ</u>	<u>LZ Acreage</u>	<u>Legal Document</u>	<u>Status of Skydiving Ops</u>
Lincoln Airport	Yes	40	N/A	N/A
Sonoma County	Yes	40 acres	Agreement	Ceased (bankrupt)
Hollister Airport	No	200+ Private land	Lease	In operation
Marina Airport	Yes	10 acres	Permit	In operation
Lodi Airport (pvt)	Yes	100 acres	Airport built for skydiving	In operation
Contra Costa Cty	Yes	10+ acres	Lease	In operation

Prepared by Santa Clara County, Roads and Airports Department

10/17/95

1



FIXED BASE OPERATION AGREEMENT

2 GENES AVIATION

SOUTH COUNTY AIRPORT

This Lease Agreement, is made and entered into on 12/11/95,

by and between County of Santa Clara
(Lessor)

and 2 GENES AVIATION, a
California corporation
(Lessee).

Witnesseth:

WHEREAS, Lessor owns and operates the South County Airport ("the Airport") in the unincorporated town of San Martin, County of Santa Clara, State of California; and

WHEREAS, full-service fixed-base operator (FBO) services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Lessor wishes to make such services available at the Airport, and Lessee wishes to provide such services at the Airport,

NOW, THEREFORE, in consideration of the mutual covenants contained in this lease agreement, the parties hereby agree as follows:

ARTICLE I
TERM

1.01 This lease agreement shall take effect upon its execution by Lessee and the Santa Clara County Board of Supervisors following complete conformance with the procedural requirements set forth in the South County Airport Fixed Base Operator Application Processing Procedures approved by the Board of Supervisors on September 13, 1994.

ORIGINAL

NOV 14 1995

This lease agreement shall have a term of twenty five (25) years beginning on 12/11/1995 and ending on 12/11/2020. Upon expiration or termination of this agreement, the parties may negotiate new terms for the continued operation of the FBO (fixed base operation) established by 2 Genes Aviation.

ARTICLE II
PREMISES

2.01 Leased Premises

Lessor leases to Lessee, and Lessee leases from Lessor, an area of 10.40 acres (452,899 square feet) , more particularly described in Exhibits "A" and "B" attached hereto and incorporated by reference and hereinafter referred to as "the premises".

2.02 Disposition of Premises and Improvements at Expiration or Termination of Lease Agreement

A. Expiration

Upon expiration of this lease agreement, Lessee agrees to immediately surrender possession of the premises and any improvements thereon to Lessor. The premises and any improvements shall be in as good condition as they existed at the date of completion of such improvements, less reasonable wear and tear. All improvements shall become the property of Lessor, free and clear of all liens and encumbrances.

Portable hangars installed at the lease site prior to the date of this Lease Agreement and identified individually in Exhibit C, shall also become the property of Lessor, free and clear of all liens and encumbrances unless the owners remove the portable structures from the Airport at their own expense before the expiration of this Lease.

B. Termination

In the event of a breach by Lessee of any term of the lease agreement, Lessor shall have the right to terminate the lease upon serving the required notices to Lessee. Notice of termination by Lessor shall not relieve Lessee from the performance of any obligations under this Lease Agreement. Such termination shall not prevent Lessor from recovering any such sums or damages, or from enforcing such obligations or recovering damages for any default by

Lessee. Nothing contained in this paragraph shall be deemed to provide the exclusive remedy of Lessor and Lessor shall have the right to pursue any other remedy provided by law or by this Lease.

Lessor shall have the option to continue the lease in full force and effect, to collect rent when due, and to re-enter the premises during the period Lessee is in breach in order to re-let the premises to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs incurred in reletting the premises. Lessee shall pay to Lessor the rent due under the lease agreement on the dates the rent is due, less the amount received by Lessor from any re-letting.

2.03 Preliminary Conditions of Approval for Leasehold Improvements to be Constructed by Lessee

Lessee understands and agrees that the obligation to construct the Leasehold Improvements described herein is a material part of the consideration of the Lease.

In accordance with the terms of the Lease for a Temporary FBO Site under which 2 Genes Aviation operated a fixed base operation prior to this Lease Agreement, Lessee shall within the time frame of six months established for construction, demolish and remove all structures currently standing on the leasehold site. Such demolition and removal is a condition for developing a permanent FBO facility.

Only the 27 portable hangars identified in Exhibit C may remain after the site demolition work and after construction of the new FBO service facility is completed.

Lessee may not install hangars in addition to the fifteen identified under the current proposal on the premises without the written permission of Lessor. Terms for the location, number, design, and portability of hangars in addition to the original 27 and proposed 15 shall be determined by the Lessor. Lessor reserves the right to condition any expansion of the storage hangar business beyond the scope specified by this Lease Agreement on a share of any future hangar rental revenues at a percentage to be negotiated at that time.

Other conditions for architectural and site approval are outlined in Exhibit E, Architectural and Site Approval Preliminary Conditions of Approval, which consists of four pages dated May 17, 1995.

2.04 Bonds and Insurance Required for Construction

A. Performance and Labor and Material Person's Payment Bond

Prior to the commencement of any construction and improvements on the premises, Lessee shall obtain a Faithful Performance Bond and Labor and Material Persons's Payment Bond for coverage of not less than one hundred percent (100%) of estimated construction costs. The bonds shall be issued in favor of Lessor by a corporate surety company licensed to transact business in the State of California and satisfactory to the County of Santa Clara's Risk Management Office. The bonds shall be filed with the County on the approved forms.

The bonds shall insure that the construction commenced by Lessee shall be completed in accordance with the Leasehold improvements approved by Lessor, and that all labor, material and other costs of construction are paid for, or at the Lessor's option, that uncompleted construction shall be removed and the premises restored at Lessee's cost to a condition satisfactory to the Lessor.

The performance bond shall remain in full force and effect until the completion of all construction to the reasonable satisfaction of Lessor and issuance of Final Notice of Completion with its required submission and acceptance by the County Board of Supervisors.

The Labor and Material Person's Payment Bond shall remain in full force and effect until the expiration of the period of time for filing a claim of lien as provided in the California Civil Code, or if a claim of lien is filed, the expiration of the period for filing an action to foreclose such lien or until the premises are released from any such claim of lien or action to foreclose such lien, or the lien is discharged.

B. Builder's Risk, Course of Construction Insurance.

Before commencement of any construction or demolition, Lessee shall procure and shall maintain in force until satisfactory completion and satisfactory acceptance of such work, "all-risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the jobsite furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's

employees. Such policy coverage shall be equal to at least 100% of the total value of the construction project.

C. Worker's Compensation

All employees of the Lessee or any Contractor hired by Lessee must be included under such policy in an amount and with coverage to meet all requirements of the Labor Code of the State of California.

D. Other Insurance and Indemnity Requirements

In addition to insurance described in this section, Lessee shall comply with all insurance and indemnity requirements specified in Exhibit B-8 Basic Insurance Requirements for Aircraft/Airport Operations Contracts and Exhibit B-1, Basic Insurance Requirements for Construction Contracts.

2.05 Time for Completion of Construction

Lessee shall in good faith immediately begin construction and installation of the approved facility as soon as the lease is executed and the necessary permits are issued, in order to ensure completion of construction within six (6) months of execution of the lease agreement. An exception shall be made for the fifteen proposed hangars which shall be installed according to market demand.

Any delay in the completion of construction will not change any of the Lessee's obligations to pay rent as specified in the rent provisions of this agreement.

If construction is not completed within six months, the Lessor has the option to terminate the agreement upon thirty (30) days' written notice to the Lessee. If the delay in construction is due to forces beyond the Lessee's control, termination proceedings shall be suspended provided that the time extension for construction shall not exceed six (6) additional months. In the event Lessee fails to complete construction within one year, Lessor may revoke the Lease Agreement and require Lessee to clear the premises of all new construction.

2.06 Construction Monitoring by County Staff

County of Santa Clara Capital Programs staff shall

provide construction project inspection and monitoring services at Airport's expense during the course of construction. Should Lessee, for any reason, fail to comply with any of the plans and specifications approved by Lessor, then Lessor shall have the right to require Lessee to alter, repair, or replace any improvements or refurbishment to the satisfaction of Lessor. Lessor, in the alternative, may order that the premises be reentered to conduct such replacements, alterations or repairs by Lessor's employees, independent contractors, or agents, as shall bring Lessee into compliance with Lessor's approved plans and specifications and charge Lessee for all expenses incurred in doing so. As a third option, Lessor may terminate the lease agreement and require Lessee to vacate the premises.

2.07 Easement for Airport Rotating Beacon

The parties agree that a rotating beacon was erected on Lessee's premises with the consent of Lessee who acknowledges existence of the same beacon on his premises. Lessee grants an easement to Lessor's personnel and any other staff from authorized agencies for the routine inspection, monitoring, and maintenance activities relating to such beacon for the duration of this Lease Agreement.

ARTICLE III RIGHTS AND OBLIGATIONS OF LESSEE

3.01 Required FBO Services

Lessee shall provide the following services at the Airport:

A. Apron servicing and assistance to aircraft, including parking, storage and tie-down services for both based and itinerant aircraft.

B. Repair and maintenance of based and transient aircraft. Lessee shall maintain and operate a repair facility staffed with personnel licensed by the Federal Aviation Administration (FAA), and rated to provide services as follows:

(a) Engine, airframe and accessories -- Classes I, II, and III.

(b) Aircraft charter operations

C. Removal from the Airport Operations Area of disabled aircraft. Lessee shall perform such removal service as needed. As used in this lease agreement, "Airport Operations Area" shall mean those portions of the Airport provided and made available by

Lessor for aircraft and airport related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces which are not leased by Lessee or any other tenant on the Airport.

D. Ramp service, providing ramp equipment, aircraft cleaning, and other related services for aircraft.

E. Fuel and lubricant sales, subject to the terms of a Permit from Lessor.

F. Aircraft rental.

G. Flight training.

H. Customary accommodations for the convenience of Airport users, such as a pilot lounge equipped with vending machines for food and beverages, study area for student pilots, appropriate furniture for quiet resting and reading, and informational services.

3.02 Optional Services

Lessee shall have the right to provide the following services:

I. Sale of new and used aircraft.

J. Sale of new and used aircraft parts, supplies, instruments and accessories.

K. Avionics -- Classes I and II.

L. Special flight services, including aerial sightseeing, aerial advertising and aerial photography.

M. Auto rental.

N. Aircraft storage hangar rental, subject to Lessor's approval.

O. Ground School for flight training.

P. Aircraft leasing.

Q. Upon approval by Lessor, Lessee shall have the right

to provide such other typical general aviation FBO services not specified in this lease agreement. Lessor's approval shall not be unreasonably withheld.

3.04 Special Temporary Communications Services

Lessee may provide UNICOM advisory service according to recommended FAA/FCC practices and procedures. Should more than one FBO become established at the Airport, Lessor reserves the right to terminate such temporary communications services and to determine how such functions will be provided.

3.05 Operating Standards

In providing any of the required or permitted services or activities specified in this lease agreement, Lessee shall operate for the use and benefit of the public, and shall meet or exceed the following standards:

A. Lessee shall furnish services on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient services adequate to meet all reasonable demands. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may make reasonable and non-discriminatory discounts or other similar types of price reductions to volume purchasers.

B. Lessee must select and appoint a full-time onsite manager of its operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act on behalf of Lessee. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.

C. Lessee shall provide, at its sole cost and expense, a sufficient number of employees to effectively and efficiently provide the services required or permitted under this Lease Agreement.

D. Lessee shall perform his business in a manner to assure the highest standard of service to Lessee's customers. This includes controlling the conduct, appearance and demeanor of all who come in contact with customers and potential customers. Employees shall be trained by Lessee and shall possess such

technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over his employees to assure the highest standard of service in all transactions and to strive for the highest level of customer satisfaction.

E. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments levied or assessed upon the premises. Lessee may, however, at its sole cost and expense, contest any tax, fee or assessment.

F. Lessee shall comply with all federal, state and local laws, rules and regulations, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses and permits.

G. All hangars, buildings, property and land on the Airport shall be kept in a clean, weed-free condition. If the operation maintains an area for damaged aircraft, construction fixtures, barrels and other containers, or other similar items, such area shall be enclosed and hidden from public aerial and public landside view.

H. Lessee shall maintain all paved areas on his leasehold in a safe operating condition free of loose gravel and potholes. Preventive maintenance shall be performed on a timely basis as to eliminate the possibility of pavement failure.

3.06 Non-Exclusive Right

It is not the intent of this Lease Agreement to grant Lessee the exclusive right to provide any or all of the services described in this Article. Lessor reserves the right to grant others certain rights and privileges at the Airport which are identical, in part or in whole, to those granted to Lessee. However, Lessor does covenant and agree that:

A. Lessor shall enforce all minimum operating standards or requirements for all general aviation activities conducted at the Airport;

B. No other future fixed base operator desiring to engage in general aviation activities will be permitted to operate on the Airport under rates, or terms of conditions which are more

favorable than those set forth in this Agreement; and

C. Lessor shall not permit the conduct of any general aviation activity at the Airport except under an approved lease, permit, or operating agreement.

ARTICLE IV
APPURTENANT PRIVILEGES

4.01 Use of Airport Facilities

Lessee shall be entitled, in common with other users of the Airport, to the use of all landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

4.02 Maintenance of Airport Facilities

Lessor shall maintain all public use areas of the Airport, including the Airport Operations Area, in good condition and repair.

4.03 Aerial Approaches

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from permitting any structure to be erected, or permitting any tree to grow, on or adjacent to the Airport which, in the opinion of the Lessor, would constitute a hazard to aircraft.

ARTICLE V
RENT AND TAXES

5.01 Payment of Ground Rent

Lessee shall pay Lessor ground rent specified below, in advance, on or before the first day of each month during the term of this Lease Agreement. Lessee shall pay by check, payable to the Santa Clara County Airports South County Airport, delivered or

mailed to the following address:

Roads and Aviation Department
Aviation Division
Accounts Receivable
County of Santa Clara
3333 North First Street
San Jose, California 95134-1906

5.02 Ground Rent

During the first year of this Lease Agreement, Lessee shall pay Lessor, in advance, and in equal monthly installments, an annual rent of 13.3 cents per square foot of the premises.

5.03 CPI Adjustments in Ground Rental

After the first twelve months, the annual ground rental provided for in Section 5.02 shall be adjusted upward or downward as of the first anniversary date of each year of the lease (hereafter the "adjustment date") according to the following computation:

1. The figure for computing the adjustment shall be that index figure calculated as the annual average CPI - U for San Francisco, Oakland, San Jose, California (all items) for the first twelve (12) months of the lease, based on the period 1982-1984 = 100 as published by the United States Department of Labor's Bureau of Labor Statistics.

2. The index figure for succeeding adjustment dates shall be that index figure calculated as the annual average CPI - U for San Francisco, Oakland, San Jose, California (all items) for the twelve (12) months immediately preceding the adjustment date. The index for the adjustment date shall be computed as a percentage of the preceding year's rent.

For example, assuming the previous year's figure for the adjustment is 110 and the index figure for the adjustment date is 121, the percentage to be applied is $121/110 = 1.10 = 110\%$. That percentage shall be applied to the preceding year's rent for the annual period beginning on the adjustment date and continuing until the next adjustment date.

In no event shall the ground rent fall below the initial

year's rate of 13.3 cents per square foot.

5.03 Adjustments to Ground Rent

Lessor and Lessee shall have the option to secure a professional reappraisal of the leasehold and adjust the ground rent accordingly at the 10th and 20th anniversary of the lease notwithstanding the agreed upon CPI adjustments made annually. If both Lessor and Lessee decline to exercise an option to reappraise during an authorized year, either party may initiate a reappraisal at any time before the next designated year without consequence to the date of the following scheduled appraisal option.

The selection process for an appraiser may not take more than three weeks from the date of the first notice to the non-initiating party through signing of a service agreement with a certified real property appraiser.

Any and all appraisals must be secured through a certified appraiser selected jointly by Lessor and Lessee regardless of the initiating party. If the appraised value is not acceptable to one party, the rejecting party must give notice within one week of receiving the official appraisal report and a second appraisal must be sought.

The selection process for the second appraiser may not take more than three weeks from the date of notice issued by the party rejecting the first appraisal through the signing of a service agreement with the second certified real property appraiser.

Failure of the parties to agree on an appraised value shall automatically result in taking the average of two appraisal reports and the result shall be binding on both parties.

Any and all appraisal costs shall be shared equally by the parties.

5.04 Other Fees

Lessee shall pay Lessor the following fees in addition to ground rent:

1. 10% of automobile rental revenues and
2. 10% of any rent received from non-aviation subtenants who shall be approved by Lessor.
3. 6% of hangar rental revenues from the fifteen new

hangars specified by this Lease Agreement.

Lessor may perform a quarterly audit of Lessee's accounts pertaining to automobile rentals, hangar rentals, and all subtenancies to verify amounts due. In the event such an audit discloses a discrepancy of \$1,000.00 or more owing to the Airport in any given fiscal year, Lessee shall bear the audit expenses.

5.05 Late Charges

Lessee hereby acknowledges that late payment of rent and other fees may cause Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing, accounting charges, and legal expenses. Accordingly, if any installment of rent is not received by Lessor within ten (10) calendar days after such rent shall be due, Lessee shall pay Lessor a late charge of ten percent (10%) of such overdue amount. The late charge fee shall accrue interest on the unpaid balance at the rate of 1.5% per additional month. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late payment. Acceptance of such late rent charge by Lessor shall in no event constitute a waiver of Lessee's breach with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

5.06 Taxes and Assessments

In addition to the ground rent under this Lease Agreement, Lessee shall be responsible for all taxes and general and special assessments of every description which may be levied upon or assessed against the premises (possessory interest or otherwise) and the fixtures and improvements thereon. Such taxes and assessments shall not reduce the ground rent or other payments owing to Lessor.

ARTICLE VI
UTILITIES

Extension of existing utility services to the premises shall be installed at Lessee's sole cost and expense. Lessor reserves the right to designate the method and the place for the introduction of said service lines onto the premises. Lessee shall promptly pay all charges for fuel, gas, water, electricity, pick-up

of refuse, telephone services, and all other utilities necessary to carry out Lessee's operations from the premises.

ARTICLE VII
SIGNS, LIGHTING, ADVERTISING ON PREMISES

Lessee shall have the right to place in, on or about the premises a sign or signs identifying itself. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by Lessor, and shall be in conformance with any overall directional graphics or sign program established by Lessor. Lessor's approval shall not be unreasonably withheld. Notwithstanding any other provision of this Lease Agreement, said signs shall remain the property of Lessee. Upon expiration or termination of this Lease Agreement, Lessee shall remove all such signs. Lessee shall comply with all height regulations established by the FAA pertaining to signage and lighting. Lessee shall maintain adequate lighting and illumination on the premises for reasons of safety and total on-site security.

ARTICLE VIII
INSURANCE REQUIREMENTS

8.01 Required Policies of Insurance; Types and Amounts of Coverage

Prior to the commencement of this Lease Agreement, Lessee shall furnish Lessor with certificates showing the type, amount, class of operations covered, effective dates and the dates of expiration of its insurance policies. Such certificates shall not limit Lessee's obligation to indemnify Lessor.

Lessee shall maintain in force at all times during the term of this Lease Agreement all policies of insurance specified in the Lease Agreement. Said policies shall be primary and shall be secured from a good and responsible company or companies, acceptable to Lessor, doing business in the State of California.

During the term of this Lease Agreement, Lessee shall further maintain insurance coverage as listed in Exhibit B-8, Basic Insurance Requirements for Aircraft/Airport Operations Contracts and Exhibit B-1, Basic Insurance Requirements for Construction Contracts or the most recent amendments to these exhibits. Lessor must promptly notify Lessee of any and all changes to insurance requirements as a condition for Lessee's compliance. Procedural and formal requirements specified in Exhibit B-8, and

Exhibit B-1, including but not limited to all mandatory endorsements, approval of policy issuers, standard forms and other documentation, shall apply to Lessee.

8.02 Subrogation Waiver

In the event of a loss due to any of the perils for which it has agreed to provide insurance, Lessee shall look solely to its insurance for recovery. Lessee hereby waives any right of subrogation from Lessor or its insurance.

8.03 Failure to Secure

If Lessee should fail to secure or maintain the required insurance, Lessor shall, after thirty (30) days' notice, be permitted to obtain such insurance in Lessee's name or as an agent of Lessee and shall be compensated by the Lessee for the costs of the insurance premiums. Lessee shall pay Lessor interest on paid insurance premiums at the maximum rate permitted by law, computed from the date written notice is received that the premiums have been paid. Lessor may, in the alternative, terminate the lease agreement in lieu of purchasing insurance in Lessee's name.

8.04 Additional Insured

Lessor, its officers, agents, contractors and employees shall be named as additional insured under the policies of insurance required by this Lease Agreement. The naming of an additional insured shall not affect recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and an additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by Lessor shall not be contributory toward any loss or expense covered by Lessee's insurance required by this Article VIII.

8.05 Property Insurance

Upon completion of construction of the required Leasehold Improvements, Lessee shall obtain and keep in force during the term of this Lease Agreement an all-risk policy of insurance excluding earthquake and flood to cover loss or damage to the premises and all structures, improvements and fixtures. The contract shall insure for not less than ninety percent (90%) of actual cash value of the property and shall name the County as additional insured.

8.06 Interruption of Business Insurance

Upon completion of construction, Lessee shall maintain interruption of business insurance ensuring that the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

8.07 Modification of Insurance Requirements by Lessor

Lessor shall have the right, at any time during the term of this Lease Agreement, to review the type, form and coverage limits of the insurance requirements described herein. If in the opinion of Lessor, said coverage limits are not sufficient to provide adequate protection for Lessor and members of the public using the Airport, Lessor may require Lessee, upon sixty (60) days' notice, to obtain insurance sufficient to provide such adequate protection, consistent with industry standards.

Lessor's requirements shall be reasonable but shall be designed to ensure protection from and against the kind and extent of risks which exist at the time the coverage limits are modified.

The securing of such required insurance policies shall not be construed to limit Lessee's liability hereunder, nor fulfill the indemnification provisions and requirements of this Lease Agreement. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence connected with the use or occupancy of the leasehold.

In the event of any inconsistency between the insurance terms outlined in this Lease Agreement and the requirements set forth in Exhibit B-8 and Exhibit B-1, the latter exhibits shall prevail.

ARTICLE IX
INDEMNIFICATION

Lessee shall keep and hold Lessor harmless from and against all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or personal injury, loss or damage to property resulting from any act or omission by Lessee.

ARTICLE X
ASSIGNMENT, TRANSFER OR SUBLEASE

10.01 Assignment/Transfer

Lessee shall not assign, sublease, hypothecate, or transfer this Lease Agreement or any interest therein, directly or indirectly, without the prior written consent of Lessor. Lessor shall not unreasonably withhold such consent. For purposes of this Lease Agreement, the term "sublease" shall be deemed to include concessionaire agreements and license agreements.

10.02 Procedure for Obtaining Consent

In order to assign, sublease, hypothecate or transfer this Lease Agreement, Lessee shall supply Lessor with the name of proposed sublessee or assignee, the nature of the proposed sublessee's or assignee's business, the terms of the proposed sublease or assignment, and such financial information as the Lessor may request. Except as otherwise specifically provided herein, Lessor's consent to any assignment, subletting, hypothecation or other transfer, is subject to compliance with all of the following:

A. Any such transfer and consent shall be effected on forms approved by Lessor and shall be subject to compliance with the then in-force County rules, regulations and policies.

B. Lessee shall not be in breach of any of the terms, covenants or conditions of this Lease Agreement at the time Lessee requests Lessor's consent to any proposed assignment, sublease, hypothecation or transfer.

C. One executed copy of any and all written instruments evidencing or relating to any such assignment, sublease, hypothecation or transfer shall be delivered to the Lessor.

D. Lessor shall have fifteen (15) business days to approve or disapprove of any proposed sublease, and forty-five (45) business days to approve or disapprove any proposed transfer or assignment.

ARTICLE XI
NONDISCRIMINATION

Notwithstanding any other provision of this Lease Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Lease Agreement, does hereby covenant and agree, as a covenant running with the land, that:

11.01 No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the premises based on their race, color, religion, sex or national origin;

11.02 In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination based on their race, color, religion, sex or national origin;

11.03 Lessee shall undertake an affirmative action program as required by CFR Part 152, Subpart E, to insure that no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, on the grounds of race, creed, color, national origin, or sex.

11.04 Lessee shall require that its subtenants provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effect.

11.05 Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

ARTICLE XII
REQUIREMENTS OF THE UNITED STATES

This Lease Agreement shall be subject subordinate to the provisions of any existing or future agreement between Lessor and the United States, or of any agency thereof, relative to the operation or maintenance of the Airport; provided, however, the Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the right of Lessee in and to the premises, and provide compensation for the taking, interference and damage caused by such agreement or by actions of Lessor or the United States.

ARTICLE XIII
DEFAULT AND TERMINATION

13.01 Termination by Lessee

This Lease Agreement shall be subject to termination by Lessee in the following circumstances:

A. Lessor's abandonment of the Airport as an airport or airfield.

B. Lessor's breach of any of the terms, covenants or conditions of this Lease Agreement and Lessor's failure to remedy such breach within thirty (30) days after receipt of notice from Lessee. Upon lapse of the cure period, Lessee shall have all remedies available at law or in equity, including the right to terminate this Lease Agreement.

C. Damage to or destruction of all or 25% of the premises or airport facilities necessary to the operation of Lessee's business.

D. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict Lessee from substantially conducting business operations for a period longer than ninety (90) days.

13.02 Termination by Lessor

This Lease Agreement shall be subject to termination by Lessor in the following circumstances:

A. Lessee's breach of any of the terms, covenants or

conditions of this Lease Agreement, and Lessee's failure to remedy such breach within thirty (30) days after receipt of notice from Lessor. Upon lapse of the cure period, Lessor shall have all remedies available at law or in equity, including the right to terminate this Lease Agreement.

B. Lessee's abandonment of the premises.

13.03 Force Majeure

Neither party shall be held to be in breach of this Lease Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause beyond the reasonable control of the parties.

ARTICLE XIV CONDEMNATION OR EMINENT DOMAIN

If any or all of the premises are taken under the exercise of eminent domain by Lessor, Lessor shall pay Lessee a sum which represents the fair market value of that portion of the premises which is taken.

ARTICLE XV FUTURE DEVELOPMENT

Lessor reserves the right to further develop or improve the Airport as it sees fit.

Lessee agrees that the leased premises may be reconfigured with appropriate rental adjustments in the event of reduction in size in order to accommodate development of the Airport. Such reconfiguration, including removal of structures in order to conform to the required separation between structures and runway and taxiway centerlines, shall be accomplished according to regulation.

At the time of the making of this contract, Lessor and Lessee acknowledge the extension of Taxiway E contemplated by the FAA and Lessor. Taxiway E lies in a northwesterly direction, east of Hangars C2, C4, C6, C8, and C10 on the current 2 Genes' Aviation property. The Taxiway E extension may require an additional 1189.30 feet towards the northwest end of the airfield, necessitating the removal and/or relocation of the named hangars as illustrated in Exhibit D.

Lessor agrees to bear the cost of pavement improvements pertaining to the taxiway extension. Lessee agrees to remove and relocate the five hangars at Lessee's sole cost and expense, including any ground improvements which may be necessary for preparing the replacement site for installing five hangars.

ARTICLE XVI
AIRPORT APPROPRIATED BY THE UNITED STATES

In the event that the Airport, or any part thereof, is appropriated by the United States, and as a result thereof, Lessee is prohibited from using or occupying the premises, Lessee's obligations under the terms, covenants and conditions of this Lease Agreement shall be suspended during such time. The term of this Lease Agreement shall not be extended because of such appropriation.

ARTICLE XVII
RIGHT TO FLIGHT

There is hereby reserved to Lessor, its successors and assigns, a right of flight for the passage of aircraft in the airspace above the surface of the premises leased. This public right of flight shall include any noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and taking off from or landing at any future building or structure situated on the leased premises.

ARTICLE XVIII
DISPUTE RESOLUTION

Except as provided in Article V (Rent and Taxes) and Article VIII (Insurance), disputes arising out of or relating to this Lease Agreement may be settled through Mediation, using the services of a professional Mediator selected jointly by the parties within two weeks of the onset of the dispute.

The parties shall use the resources provided by Judicial Arbitration and Mediation Services, Inc./ENDISPUTE, Inc. (JAMS/ENDISPUTE) in selecting a Mediator. A Mediation Agreement signed by both parties shall be considered binding.

Should Mediation fail to resolve a dispute, the parties must submit to Arbitration by immediately and jointly selecting one

Arbitrator recommended by JAMS/ENDISPUTE.

The arbitration award shall be considered final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Pending resolution of any dispute, the parties shall continue to be bound by their respective obligations under this Lease Agreement and shall proceed diligently with their performance of such obligations.

Mediation and Arbitration costs shall be shared equally by the parties. Each party shall bear its own litigation expenses.

ARTICLE XIX GENERAL PROVISIONS

19.01 Time of Essence

Time is expressly declared to be of the essence to all provisions of this Lease. The acceptance by Lessor of Lessee's late performance of any of Lessee's obligations under this lease shall not constitute a waiver of this provision that time is of the essence.

19.02 Waiver

The failure of Lessor to insist upon the strict performance of any of the terms, covenants and conditions of this Lease Agreement shall not be deemed a waiver of any right or remedy it may have for the subsequent breach of any term, covenant or condition.

19.03 Holdover

Any holding over by Lessee after the expiration of the term shall be deemed a tenancy from month-to-month, and shall be on the same terms, covenants and conditions.

19.04 Right of Inspection

Lessor shall have the right to inspect the premises, together with any and all buildings, structures and improvements thereon, at

any and all reasonable times.

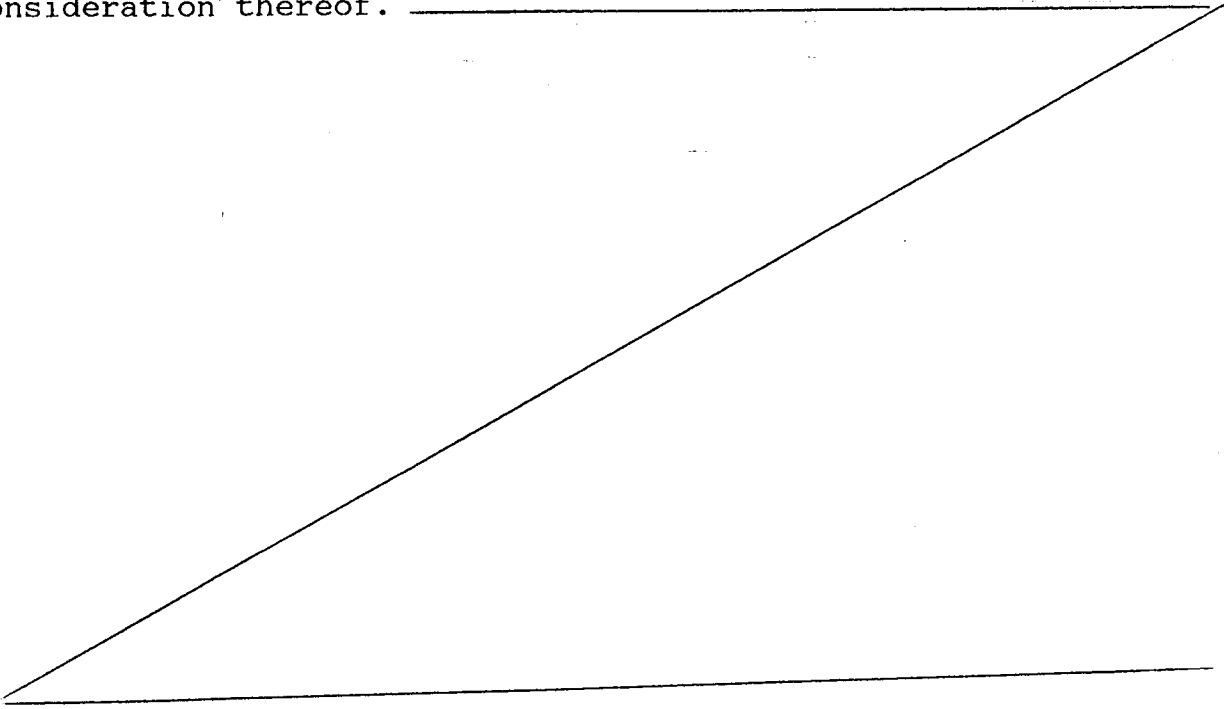
19.05 Relationship of Parties

Nothing contained in this Lease Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee other than Lessor and Lessee.

19.06 Removal of Personal Property

Upon any termination, Lessor shall have the right, fourteen (14) calendar days after written notice, to remove and dispose of any and all personal property, furnishings and equipment which remain on the premises after termination or expiration of the term of this Lease without judicial action.

Upon the expiration of the fourteen days, all personal property, furnishings and equipment remaining in the premises shall conclusively be deemed abandoned and shall become Lessor's property free and clear of any liens whatsoever, and without payment of consideration thereof.



19.07 Captions for Convenience

The captions in this Lease Agreement are for convenience and reference only, and do not in any way limit, define, or amplify the terms, covenants or conditions.

19.08 Governing Law

This Lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

19.09 Severability

If a provision of this Lease Agreement shall be declared void or illegal by any court or administrative agency having proper jurisdiction, the remaining provisions shall continue in effect.

19.10 Notice

Any notice required to be given hereunder, or which either party may wish to give, shall be in writing and shall be sent by registered or certified mail, return receipt requested, with postage and registration fees prepaid:

To Lessor:

Director of Aviation
Santa Clara County Airports
2500 Cunningham Avenue
San Jose, CA 95148

To Lessee:

Eugene J. Mecadon
2 Genes Aviation
13025 Murphy Avenue
San Martin, CA 95046

or to such other place as either party may designate by written notice.

19.11 Entire Agreement

This Lease Agreement represents the full and complete understanding of the parties. Any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives relative to the lease of the premises are hereby

10/17/95

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revoked and extinguished by his Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as follows:

County
Date: NOV 9 4 1995

Permittee
Date: 19 October 1995

Michael M. Honda
Chairperson
County Board of Supervisors
MICHAEL M. HONDA

Eugene J. Mecadon
Eugene J. Mecadon, President
Frank Gargiulo
Frank Gargiulo, VP
William E. Mecadon
William E. Mecadon, VP/CM

ATTEST: Phyllis Perez, Clerk
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Phyllis Perez

William I. Anderson
William I. Anderson
Chief Deputy County Counsel

Date

OCT 25, 1995
Date

LEGAL DESCRIPTION FOR TWO GENES AVIATION

All of that certain parcel of land situated in the County of Santa Clara, State of California, and being a portion of PARCEL ONE as said PARCEL is shown on that certain Record of Survey filed in Book 307 of Maps, Page 34, Records of Santa Clara County, California, and more particularly described as follows:

Beginning at a point on the centerline of Murphy Avenue (33.00 foot half street) and said point being South 23°49'00" East 990.06 feet from the point of intersection of the centerlines of said Murphy Avenue and San Martin Avenue as shown on said Record of Survey, thence North 66°11'00" East 33.00 feet to the northeasterly line of said Murphy Avenue and to the TRUE POINT OF BEGINNING of this description; thence northwesterly along said northeasterly line of Murphy Avenue North 23°49'00" West 52.52 feet; thence leaving said northeasterly line of Murphy Avenue at right angle North 66°11'00" East 105.00 feet; thence South 23°49'00" East 1189.30 feet; thence South 66°11'00" West 661.56 feet to a point on said northeasterly line of Murphy Avenue; thence along said northeasterly line of Murphy Avenue the following seven (7) courses: 1) North 12°59'43" East 269.05 feet to a curve; 2) northerly along said curve concave westerly with a radius of 460.00 feet through a central angle of 36°48'43" and an arc length of 295.55 feet; 3) North 23°49'00" West 182.90 feet to a curve; 4) northerly along said curve concave easterly with a radius of 270.00 feet through a central angle of 55°33'14" and an arc length of 261.79 feet; 5) North 31°44'14" East 36.39 feet to a curve; 6) northerly along said curve concave westerly with a radius of 330.00 feet through a central angle of 46°23'46" and an arc length of 267.22 feet; 7) North 66°11'00" East 7.21 feet to the TRUE POINT OF BEGINNING.

Containing 10.40 acres of land, more or less.

This description was based on record and photogrametric information. The Bearing (South 23°49'00" East) of the centerline of Murphy Avenue as said Avenue is shown on that certain Parcel Map filed in Book 265 of Maps, Page 10, Records of Santa Clara County, California, was taken as the basis of bearings for this description.

EXHIBIT "A"

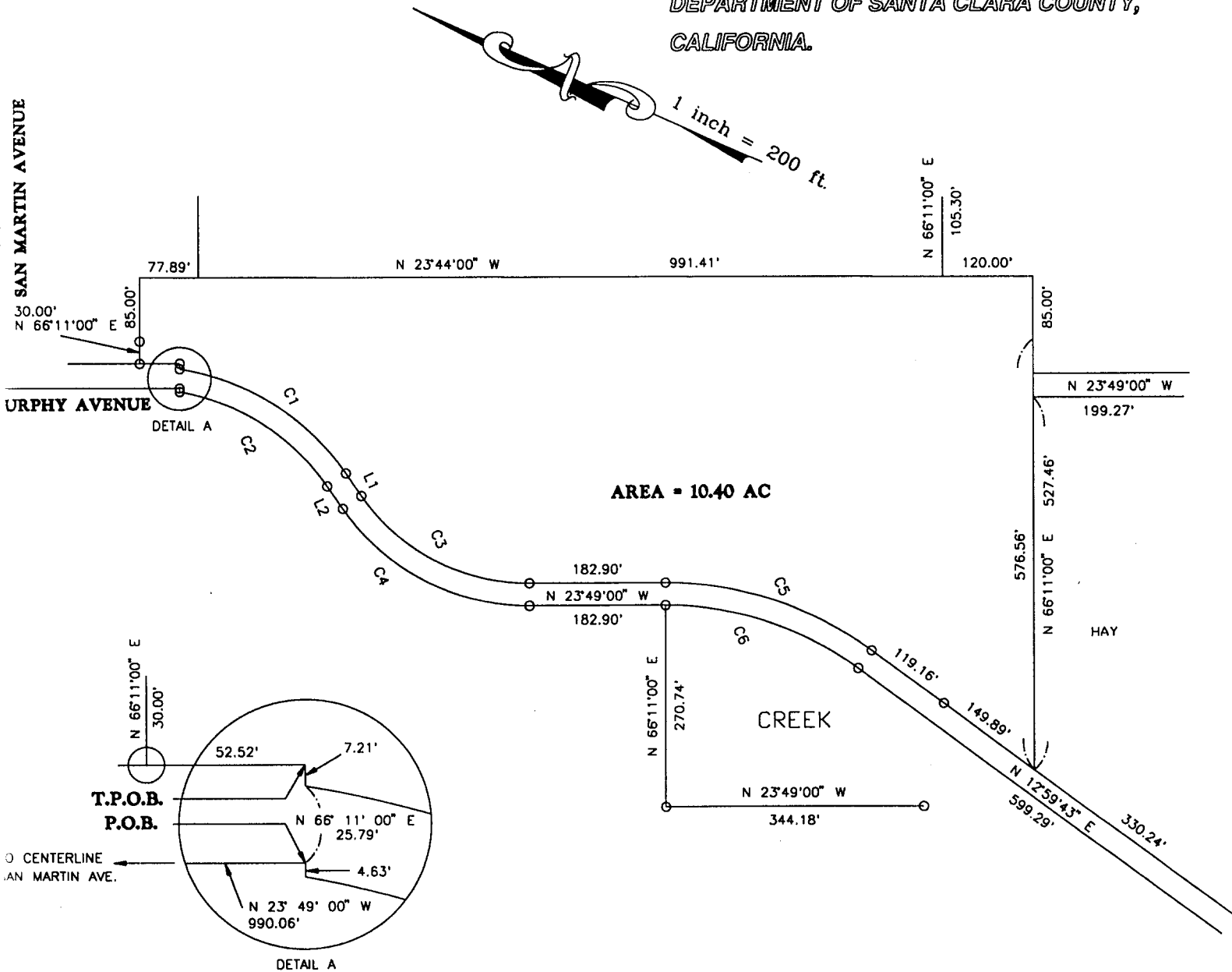
PROPERTY I.D. TWO GENES

PLAT MAP

NOTE

TO ACCOMPANY DESCRIPTION
FOR THE LEASE OF LAND
AT SOUTH COUNTY AIRPORT
TO THE TWO GENES CORPORATION
AS A FIXED BASE OPERATOR

THIS PLAT WAS BASED ON RECORD
AND PHOTOGRAMETRIC INFORMATION.
THE BEARINGS WERE DERIVED FROM THE
AIRPORT NETWORK SURVEY ON FILE IN
THE OFFICE OF THE ROADS AND AIRPORTS
DEPARTMENT OF SANTA CLARA COUNTY,
CALIFORNIA.



AREA = 10.40 AC

HAY

CREEK

CURVE	RADIUS	LENGTH	DELTA
C1	330.00'	267.22'	46°23'46"
C2	300.00'	238.09'	45°28'17"
C3	270.00'	261.79'	55°33'14"
C4	300.00'	290.88'	55°33'14"
C5	460.00'	295.55'	36°48'43"
C6	430.00'	276.27'	36°48'43"

EXHIBIT "B"

LINE	DIRECTION	DISTANCE
L1	S 31°44'14" W	36.39'
L2	N 31°44'14" E	36.39'

EXHIBIT B-8

**BASIC INSURANCE REQUIREMENTS FOR
AIRCRAFT/AIRPORT OPERATIONS CONTRACTS****Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any loss, liability, claim, 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 wilful 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 is obligated to indemnify, defend and hold harmless the County under this Agreement.

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 on the County's own form or a form approved by the County's Insurance Manager an original plus one copy of a Certificate of Insurance certifying that coverage as required herein has been obtained and remains in force for the period required by the Agreement. The County's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the County's Special Endorsement form if they provide the coverage as required. 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 address as shown on the County's Certificate of Insurance form. 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. Notice of Cancellation or Change of Coverage

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the herein specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara at the address shown on the Certificate of Insurance.

EXHIBIT B-8 (Cont.)

C. Qualifying Insurers

1. 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 VIII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.

D. Insurance Required**1. For Non-Aeronautical Business Located at the Airport:**

- A. Comprehensive General Liability Insurance - for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) combined single limit (CSL) per occurrence.

OR

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

1. General limit per occurrence - \$1,000,000
2. General limit aggregate - \$2,000,000
3. Products/Completed Operations - \$2,000,000 aggregate**
4. Personal Injury limit - \$1,000,000

If coverage is provided under a Commercial General Liability Insurance form, the carrier shall provide the County Insurance Manager with a quarterly report of the amount of aggregate limits expended to that date. If over 50% of the aggregate limits have been paid or reserved, the County may require additional coverage to be purchased by the Contractor to restore the required limits.

2. For Fixed Base Operators, Flight Schools, and Flying Clubs:

- A. Comprehensive Airport Liability Insurance - for bodily injury (including death) and property damage which provides limits of not less than three million dollars (\$3,000,000) combined single limit (CSL) per occurrence, (including owned and non-owned aircraft coverage.

EXHIBIT B-8 (Cont.)

3. The insurance, whether type 1A, 1B or 2A of above, shall include coverage for:
- a. Premises and Operations
 - b. Products/Completed Operations with limits of two million dollars (\$2,000,000) per occurrence/aggregate to be maintained for three (3) years following acceptance of the work by the County. **For contracts whose maximum value is less than \$25,000, Products/Completed Operations limits shall be one million dollars (\$1,000,000) and two (2) years.
 - c. Contractual Liability expressly including liability assumed under this Agreement.
 - d. Personal Injury liability
 - e. Independent Contractors' (Protective) liability
 - f. Severability of Interest clause providing that the coverage applies separately to each insured except with respect to the limits of liability.
4. For either type insurance, coverage shall include the following endorsements, copies of which shall be provided to the County:
- a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the 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.
 - b. Primary Insurance Endorsement:

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.

EXHIBIT B-8 (Cont.)**c. Notice of Cancellation or Change of Coverage Endorsement:**

Insurance afforded by this policy 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 at the address shown on the Certificate of Insurance.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

e. Personal Injury Endorsement:

It is agreed that this policy provides Personal Injury coverage.

f. Severability of Interest Endorsement:

It is agreed that this policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-8 (Cont.)

6. 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.
7. Fueling or Refueling Operations - with a limit of not less than three million dollars (\$3,000,000) if such operations are to be conducted by the lessee. A Fixed Based Operator must provide the County with a copy of the fuel supplier's certificate of insurance evidencing that the supplier has products liability insurance in the amount of at least twenty-five million dollars (\$25,000,000).
8. Stand-Alone Pollution Legal Liability Insurance
If lessee chooses to install underground or above ground 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 or above ground 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.
9. Comprehensive Aircraft Liability Insurance - for bodily injury (including death) and property damage which provides total limits of not less than three million (\$3,000,000) dollars combined single-limit per occurrence applicable to owned, non-owned and hired aircraft. A minimum limit of one hundred thousand dollars (\$100,000) per passenger seat is required.
10. Comprehensive 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. Part or all of this requirement may be waived by the County if it determines there is no significant risk exposure. All requests for such waivers must be submitted to the County in writing.
11. Workers' Compensation and Employer's Liability Insurance for:
 - a. Statutory California Workers' Compensation coverage including a broad form all-states endorsement.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement.
 - c. Inclusion of the County and its governing board, officers, representatives, agents, and employees as additional insureds, or a waiver of subrogation.

EXHIBIT B-8 (Cont.)

12. Interruption of Business Insurance - Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

13. Construction Insurance Requirements

In the event that Lessee wishes to have buildings or other structures constructed on the leased site, the construction contractor, whether it is the Lessee or another party, must comply with the County construction insurance requirements specified in Exhibit B-1 Basic Insurance Requirements for Construction Contracts.

14. Special Provisions

The following provisions shall apply to this Agreement:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

EXHIBIT B-8 (Cont.)

- f. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.
- g. During the term of the Lease Agreement, Lessee shall further maintain insurance coverage as listed in this Exhibit B-8, or the most current amendment to this Exhibit. Lessor will promptly notify Lessee of any and all changes to insurance requirements as a condition for Lessee's compliance. Procedural and formal requirements specified in this Exhibit shall apply to Lessee. Lessor's requirements shall be reasonable and shall be designed to ensure protection from and against the kind and extent of risks which exist at the time the coverage limits are modified.
- h. If Lessee should fail to secure maintain the required insurance, Lessor shall, after thirty (30) days notice, be permitted to obtain such insurance in Lessee's name or as an agent of Lessee and shall be compensated by the Lessee for the costs of the insurance premiums. Lessee shall pay Lessor interest on paid insurance premiums at the maximum rate permitted by law, computed from the date written notice is received that the premiums have been paid. Lessor may, in the alternative, terminate the lease agreement in lieu of purchasing insurance in Lessee's name.

7/94

EXHIBIT B-1

BASIC INSURANCE REQUIREMENTS FOR
CONSTRUCTION CONTRACTSIndemnity

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 wilful 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 is obligated to indemnify, defend and hold harmless the County under this Agreement.

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 on the County's own form or a form approved by the County's Insurance Manager an original plus one copy of a Certificate of Insurance certifying that coverage as required herein has been obtained and remains in force for the period required by the Agreement. The County's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the County's Special Endorsement form if they provide the coverage as required. 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 address as shown on the County's Certificate of Insurance form. 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. Notice of Cancellation or Change of Coverage

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the herein specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara at the address shown on the Certificate of Insurance.

EXHIBIT B-1 (Cont.)

C. Qualifying Insurers

1. 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 VIII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/Risk Manager.
2. Surety coverage (including bid, performance and payment bonds) shall be required as follows:
 - a. For projects in excess of \$250,000:
 1. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register); and either a current A.M. Best A IV rated Surety OR a current Standard and Poors (S&P) rating of A.
 - OR
 2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.
 - OR
 3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance/Risk Manager.
 - b. For projects under \$250,000:
 1. A California Admitted Surety OR a current Treasury Listed Surety (Federal Register); and either a current A.M. Best B rated Surety OR a current Standard and Poors (S&P) rating of B B
 - OR
 2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.
 - OR
 3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance/Risk Manager.

* California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Santa Clara County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.

EXHIBIT B-1 (Cont.)

D. Insurance Required

1. **Comprehensive General Liability Insurance** - for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) combined single limit (CSL) per occurrence.

OR

2. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
 - a. General limit per occurrence - \$1,000,000
 - b. General limit project specific aggregate - \$2,000,000
 - c. Products/Completed Operations - \$2,000,000 aggregate **
 - d. Personal Injury limit - \$1,000,000

If coverage is provided under a Commercial General Liability Insurance form, a minimum of 50% of each of the aggregate limits must remain available at all times. If over 50% of any aggregate limit has been paid or reserved the County may require additional coverage to be purchased by the Contractor to restore the required limits. The Contractor shall also notify the County Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any products/completed operations loss or claim against the contractor resulting from any of the contractor's work.

3. For either type insurance, coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed Operations with limits of two million dollars (\$2,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the County.** For contracts whose maximum value is less than \$80,000, Products/Completed Operations limits shall be one million dollars (\$1,000,000) and two (2) years.
 - c. Contractual Liability expressly including liability assumed under this Agreement. If the Contractor is working near a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted.

EXHIBIT B-1 (Cont.)

- d. **Explosion, Collapse, and Underground Hazards (X,C and U)**
 - e. **Personal Injury liability**
 - f. **Independent Contractors' (Protective) liability**
 - g. **Broad Form Property Damage liability; and**
 - h. **Severability of Interest clause providing that the coverage applies separately to each insured except with respect to the limits of liability.**
4. **For either type insurance, coverage shall include the following endorsements, copies of which shall be provided to the County:**

a. **Additional Insured Endorsement:**

Insurance afforded by this policy shall also apply to the 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. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. **Primary Insurance Endorsement:**

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.

c. **Notice of Cancellation or Change of Coverage Endorsement:**

Insurance afforded by this policy 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 at the address shown on the Certificate of Insurance.

d. **Contractual Liability Endorsement:**

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

EXHIBIT B-1 (Cont.)

e. Personal Injury Endorsement:

It is agreed that this policy shall provide Personal Injury coverage.

f. Severability of Interest Endorsement:

It is agreed that this policy provides coverage separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

g. X C & U (Explosion, Collapse and Underground) Endorsement:

It is agreed that this policy provides X, C and U Hazards coverage.

h. Broad Form Property Damage Endorsement:

It is agreed that this policy provides Broad Form Property Damage coverage.

5. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-1 (Cont.)

6. Comprehensive Automobile/Aircraft/Watercraft 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/aircraft/watercraft. Part or all of this requirement may be waived by the County if it determines there is no significant risk exposure. All requests for such waivers must be submitted to the County in writing.

7. Workers' Compensation and Employer's Liability Insurance for:
 - a. Statutory California Workers' Compensation coverage including a broad form all-states endorsement.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement.
 - c. Inclusion of the County and its governing board, officers, representatives, agents, and employees as additional insureds, or a waiver of subrogation.
 - d. Coverage under the United States Longshoremen's and Harbor Workers' Act shall be provided when applicable.

8. Contractor's Equipment Insurance on an "all risk" basis covering equipment owned, leased, or used by the Contractor. Such insurance shall include an insurer's waiver of subrogation in favor of the Owner, County. Contractor shall indemnify, defend, and hold harmless the Owner, County for any loss or damage to its equipment. This coverage may be waived by the Insurance Manager, but the Contractor hereby releases and holds harmless the County for any loss or damages to its equipment.

EXHIBIT B-1 (Cont.)

9. Work and Materials Insurance (including but not limited to Builder's Risk, Course of Construction, Installation Floater or similar first party property insurance for covering the interest of the Contractor and the County) shall be provided by either the Contractor or the County as follows:

a. By the Contractor for the first \$50,000 of any loss on contracts regardless of contract value for:

- Remodeling, renovation, alterations or maintenance of existing buildings.

Contractor shall be responsible for all work, materials in place or to be used, and such miscellaneous as may be necessary to the performance of the contract until final payment, and Contractor shall obtain such insurance as deemed necessary. The County need not be named as an additional insured under any such policy, and neither a certificate nor memorandum copies of such insurance will be required.

b. By the Contractor for 100 % of the contract value for:

- All bridge construction (regardless of cost)
- New construction up to \$250,000

The Contractor's coverage shall provide the following:

- 1) Coverage shall be provided on an "all-risk" basis (including the perils of earthquake and flood, unless waived by the County).
- 2) Coverage shall be provided on the work and materials which are the subject of this Agreement, whether in process or manufacture or finished, including "in transit" coverage to the final agreed upon destination of delivery, and including loading and unloading operations, and such coverage shall be in force until the work and materials are accepted by the County.
- 3) County shall be named as an additional insured as its interests may appear at the time of loss.
- 4) Coverage shall be in an amount no less than the full replacement value of the property at the time of loss.
- 5) The deductible shall not exceed \$10,000 per occurrence and shall be borne by the Contractor, except higher deductibles for earthquake and flood may be approved by the County.

EXHIBIT B-1 (Cont.)

- 6) Loss, if any, shall be adjustable with and payable to the County as trustee for all entities having an insurable interest, except in such cases as may require payment of all or a proportion of such insurance to be made to a mortgagee as its interest may appear.
 - 7) If Contractor fails to maintain such insurance as is called for herein, the County, at its option, may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect and on file with the Clerk of the Board of Supervisors.
- c. By the County for: All new construction contracts above \$250,000 (except bridge construction which is responsibility of contractor)

The County's coverage, shall provide the following:

- 1) If the County provides the Work and Materials Insurance, it will provide the following:

Builders' Risk or Course of Construction on a virtually "all-risk" basis, including earthquake and flood if required, with a limit of no less than the full replacement value of the work, and covering the work and all materials and equipment to be incorporated therein, including property in transit or elsewhere, and insuring the interests of the County, the Contractor, Subcontractors and Material Persons. Such insurance shall contain insurer's waiver of subrogation in favor of the Contractor, Subcontractors, and Material Persons.
- 2) Notwithstanding the foregoing, the Contractor, Subcontractors, and Material Persons shall be responsible for the first ten thousand dollars (\$10,000) damage to the property insured hereunder, except higher deductibles for earthquake and flood may be approved by the County.
- 3) Contractor must complete and submit a Course of Construction Project Questionnaire to County Project Manager; contract will not be let without this document.

EXHIBIT B-1 (Cont.)

10. Special Provisions

The following provisions shall apply to this Agreement:

- a. 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.
- b. 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 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.
- c. 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.
- d. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

EXHIBIT B-1 (Cont.)

Bond Requirements

- A. **Contract Bonds** - Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both Contractor and the sureties.

- 1) The "payment bond for public works" shall be in an amount of one hundred percent (100%) of the Contract price, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.
- 2) The "performance bond" shall be in an amount of one hundred percent (100%) of the Contract price as determined from the prices in the bid form, and shall insure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

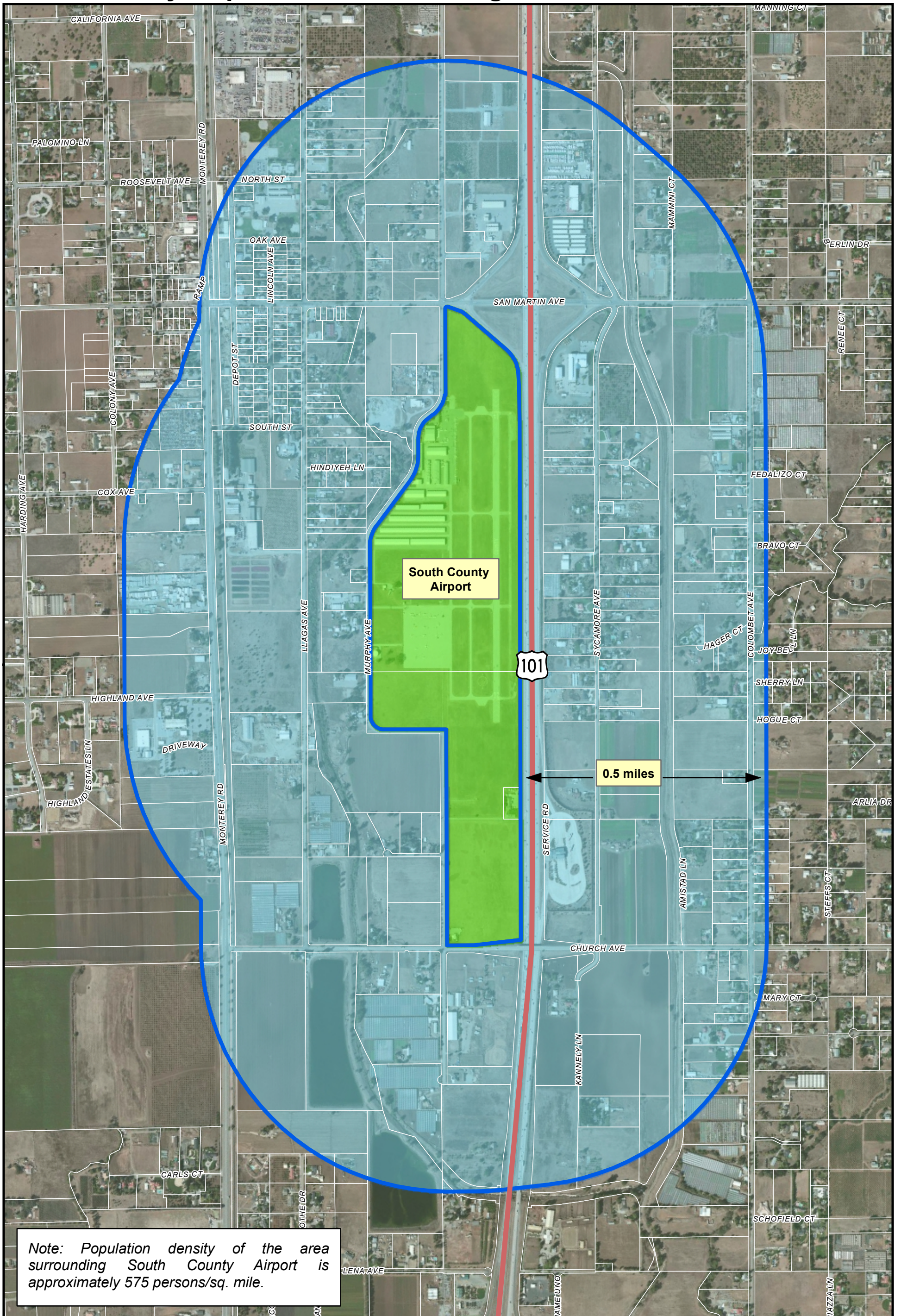
Should any surety or sureties be deemed unsatisfactory at any time by the County notice will be given Contractor to that effect, and Contractor shall forthwith substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds.

7/94



South County Airport and Surrounding Area



Note: Population density of the area surrounding South County Airport is approximately 575 persons/sq. mile.

 South County Airport  1/2 Mile Buffer from Airport

0 500 1,000 1,500 Feet

This map created by the Santa Clara County Planning Office. The GIS data was compiled from various sources. While deemed reliable, the Planning Office assumes no liability. 6/23/2011 9:46:49 AM Y:\Projects\South County Airport\skydive_analysis.mxd



ORDINANCE NO. 300.648

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA AMENDING DIVISION B2
OF THE COUNTY OF SANTA CLARA ORDINANCE CODE
RELATING TO AIRPORTS AND AIRCRAFT**

SUMMARY

DIVISION B2 is modified to remove all but a few basic provisions, and to provide for the adoption by Board resolution of comprehensive Airport Rules and Regulations. Those sections that remain or are added provide for: operating aircraft on reservoirs, operation and control of the airports consistent with applicable law, various definitions, adoption of fees and charges, sale of fuel, firearms restrictions, penalties for violation, and adoption of airport rules and regulations.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA ORDAINS AS FOLLOWS:

SECTION 1. The title of Chapter I of Division B2 of the County of Santa Clara Code of Ordinances is amended to read as follows:

CHAPTER I. RESERVOIRS

SECTION 2. The subtitle of Article 1 of Chapter II of Division B2 of the County of Santa Clara Code of Ordinances is deleted.

SECTION 3. Division B2 of the County of Santa Clara Code of Ordinances is amended by adding a new Section to be numbered and entitled and to read as follows:

Sec. B2-11. Purpose.

The purpose of this Chapter is to provide for the proper operation and control of the County's general aviation airports, consistent with other applicable law, particularly federal law controlling elements of flight operations.

SECTION 4. Division B2 of the County of Santa Clara Code of Ordinances is amended by adding a new Section to be numbered and entitled and to read as follows:

Sec. B2-12. Director of Airports.

The County Director of Roads and Airports shall, consistent with the provisions of Section A13-14 of this Ordinance Code, appoint a Director of County Airports, who shall report to the Director of Roads and Airports.

Page 1 of 5
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SECTION 5. Section B2-14 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 6. Section B2-15 of Division B2 of the County of Santa Clara Code of Ordinances is renumbered and amended to read as follows:

Sec. B2-14. "Operate aircraft" defined.

As used in this ordinance, "operate aircraft" shall mean the self-propelled, pushed or towed movement of aircraft on the ground, or the movement of aircraft in flight.

SECTION 7. Section B2-16 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 8. Section B2-17 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 9. Section B2-18 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 10. Section B2-19 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 11. Section B2-20 of Division B2 of the County of Santa Clara Code of Ordinances is renumbered to read as follows:

Sec. B2-15. Fees and Charges.

(a) Persons using, or applying to use, county airports, including without limitation, persons who park and store their planes on paved or unpaved surfacing or in hangars or shelters at county airports; persons wishing to be placed on the county's waiting lists for aircraft parking/storage permits; air charter and air taxi operators at county airports; persons providing car rental services at county airports; persons selling, using, or distributing fuel at the airport; shall pay such fees and charges as shall be adopted by resolution by the Board from time to time in a Schedule of Fees and Charges. The Director of Roads and Airports, through the County Executive, may from time to time propose such a Schedule of Fees and Charges as the Director deems reasonable and necessary to the proper operation and maintenance of the airport for adoption by resolution by the Board of Supervisors.

(b) This section B2-15 is effective February 1, 2001.

SECTION 12. Section B2-23 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 13. Section B2-24 of Division B2 of the County of Santa Clara Code of Ordinances is renumbered and amended to read as follows:

Sec. B2-16. Who may sell fuel.

No person, including aircraft operators, shall bring, store, or distribute aviation fuel or lubricants on the airport except by contract or permit authorized in writing by the county. Any person, firm or corporation so authorized shall pay the fees prescribed in the Schedule of Fees and Charges adopted from time to time by the Board of Supervisors. The Director of Airports shall issue, deny, or condition the issuance of such permits in accordance with reasonable rules and standards adopted by the Director of Airports.

SECTION 14. Section B2-29 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 15. Section B2-30 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 16. Section B2-31 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 17. Section B2-32 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 18. Section B2-33 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 19. Section B2-33.1 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 20. Section B2-34 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 21. Section B2-35 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 22. Section B2-36 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 23. Section B2-37 of Division B2 of the County of Santa Clara Code of Ordinances is renumbered and amended to read as follows:

Sec. B2-17. Firearms, explosives.

No person except peace officers, authorized federal, state and county employees or members of the armed forces of the United States on official duty or other legally authorized persons shall carry any firearms or explosives on the airport without prior permission of the airport manager. No person shall hunt, conduct target practice or discharge firearms on the airport. This section shall not preclude the transport of unloaded firearms in compliance with all federal, state and local laws.

SECTION 24. Section B2-38 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 25. Section B2-39 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 26. Section B2-40 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 27. Section B2-41 of Division B2 of the County of Santa Clara Code of Ordinances is renumbered and amended to read as follows:

Sec. B2-18. Violations, penalties.

Any person who violates Section B2-17 of this chapter shall be guilty of a misdemeanor and shall be subject to the penalties provided in section A1-28 of this Code. In addition to any penalties otherwise provided, any person who violates any rule or regulation adopted by the county for the use of any airport, or any person who fails or refuses to comply with any rule or regulation, may be removed from the airport or any facilities located hereon and may be refused the further use thereof. Failure or refusal to comply with the rules and regulations, or the violations of any ordinance, may be deemed a basis for termination of any license, permit or lease to use or occupy the airport or any facility thereon.

SECTION 28. Division B2 of the County of Santa Clara Code of Ordinances is amended by adding a new section to be numbered and entitled and to read as follows:

Sec. B2-19. Rules and Regulations.

In order to effect and supplement this Division B2 concerning airports and aircraft, the Director of Roads and Airports, through the County Executive, may from time to time propose such Rules and Regulations as the Director deems reasonable and necessary to the proper operation and maintenance of the airport for adoption by the Board of Supervisors.

SECTION 29. The subtitle of Article 2 of Chapter II of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 30. Section B2-51 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 31. Section B2-52 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 32. Section B2-53 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 33. Section B2-54 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 34. Section B2-55 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 35. Section B2-56 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 36. Section B2-57 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

SECTION 37. Section B2-58 of Division B2 of the County of Santa Clara Code of Ordinances is repealed.

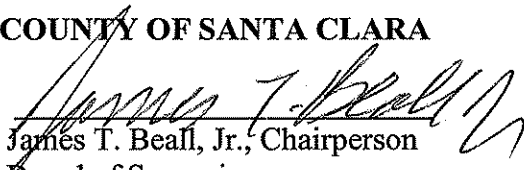
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on APR 10 2001, by the following vote:

AYES: Supervisors ALVARADO, BEALL, GAGE, KNISS, MCHUGH

NOES: Supervisors NONE

ABSENT: Supervisors NONE

COUNTY OF SANTA CLARA


James T. Beall, Jr., Chairperson
Board of Supervisors

ATTEST: PHYLLIS A. PEREZ, Clerk
Board of Supervisors



APPROVED AS TO FORM AND LEGALITY:



William I. Anderson
Assistant County Counsel

From: [Masoud Akbarzadeh](#)
To:
Cc: [Dan Collen](#); [Michael Murdter](#); [Carl Honaker](#); [Thien Pham](#)
Subject: RE: Part 16 Complaint--Daily Traffic Count on 101 Adjacent to E16
Date: Wednesday, June 29, 2011 5:06:26 PM
Attachments: [RE Traffic counts US 101.msg](#)



The Annual Average Daily Traffic (AADT) volume on hwy 101 in the vicinity of San Martin Airport is 115,000 to 120,000 vehicles per day. This is per 2009 traffic data on Caltrans web site. Please see attached for more info.

Sorry for delayed response. Could not get info directly from Caltrans!
Masoud

-----Original Message-----

From: Dan Collen
Sent: Monday, June 20, 2011 10:11 AM
To: Carl Honaker
Cc: 'Elizabeth.Pianca@cco.sccgov.org'; Michael Murdter; Masoud Akbarzadeh; Thien Pham
Subject: Re: Part 16 Complaint--Daily Traffic Count on 101 Adjacent to E16

Carl, I have forwarded to our traffic group who have the direct contacts at Caltrans - if they aren't presently furloughed. Info should be available shortly.
Dan

----- Original Message -----

From: Carl Honaker
Sent: Monday, June 20, 2011 09:39 AM
To: Dan Collen
Cc: 'Elizabeth Pianca' <Elizabeth.Pianca@cco.sccgov.org>; Michael Murdter
Subject: RE: Part 16 Complaint--Daily Traffic Count on 101 Adjacent to E16

Hi Dan,
Is there any way to get a quick response from DMV for this request from Elizabeth? If you don't have time, give me a contact name and number and I'll make the call.
Thanks,
Carl

From: [Thien Pham](#)
To: [Masoud Akbarzadeh](#)
Subject: RE: Traffic counts US 101
Date: Saturday, January 01, 4501 12:00:00 AM

Attached is the ADT data for US 101 in the Morgan Hill, San Martin areas. Most recent is 2009 from Caltrans website.

<http://traffic-counts.dot.ca.gov/2009all/Route101i.htm>

District	Route	County	Postmile	Description
04	101	SCL	12.46	SAN MARTIN
AADT 116,000				
04	101	SCL	15.069	TENNANT AVE INTERCHANGE
119,000				
04	101	SCL	16.006	EAST DUNNE AVE
125,000				
04	101	SCL	17.82	MORGAN HILL, COCHRAN RD
125,000				

Thien

-----Original Message-----

From: Masoud Akbarzadeh
Sent: Wednesday, June 22, 2011 4:51 PM
To: 'Ramiel F Gutierrez'; Ron Kyutoku
Cc: Thien Pham
Subject: RE: Traffic counts

Thank you Ramiel, but I have not heard back from Ron yet.

Ron, I appreciate your assistance on this matter.

Thanks,
Masoud

-----Original Message-----

From: Ramiel F Gutierrez [mailto:ramiel_f_gutierrez@dot.ca.gov]
Sent: Monday, June 20, 2011 6:03 PM
To: Ron Kyutoku
Cc: Thien Pham; Masoud Akbarzadeh
Subject: Re: Traffic counts

Hello Ron, hope that all is well. Just forwarding Masoud's request below for traffic volumes in Santa Clara County for your staff's handling; thanks so much.

Masoud Akbarzadeh
<Masoud.Akbarzadeh@rda.sccgov.org>

To Ramiel F Gutierrez
06/20/2011 05:47 <ramiel_f_gutierrez@dot.ca.gov>
PM
cc Thien Pham
<Thien.Pham@rda.sccgov.org>
Subject Traffic counts

Hi Ramiel, I need an ADT (directional preferred) figure for FWY 101 in the south SC county area (vicinity of San Martin, Masten, Church, Tenant). This is for planning purposes and is urgent.

Thanks a lot,
Masoud

NOTICE:

This email message and/or its attachments may contain information that is confidential or restricted. It is intended only for the individuals named as recipients in the message. If you are NOT an authorized recipient, you are prohibited from using, delivering, distributing, printing, copying, or disclosing the message or content to others and must delete the message from your computer. If you have received this message in error, please notify the sender by return email.

BOARD OF SUPERVISORS

Ken Yeager, District 4, President
 Dave Cortese, District 3, Vice President
 Donald F. Gage, District 1
 George Shirakawa, District 2
 Liz Kniss, District 5



Jeffrey V. Smith
 County Executive

 Miguel Márquez
 Acting County Counsel

 Maria Marinos
 Clerk of the Board

MINUTES OF AUGUST 24, 2010

BOARD OF SUPERVISORS' CHAMBERS
 West Hedding Street, San Jose, California

Tel. (408) 299-5001

Fax (408) 298-8460

TDD (408) 993-8272

SANTA CLARA COUNTY BOARD OF SUPERVISORS
 SPECIAL DISTRICTS
 THE FIRE DISTRICTS
 FINANCING AUTHORITY
 PUBLIC AUTHORITY OF SANTA CLARA COUNTY
 VECTOR CONTROL DISTRICT
 SANITATION DISTRICT NO. 2-3

- . The meeting convened at 9:01 a.m.

- 1. Roll Call - All members and Maria Marinos, Clerk of the Board of Supervisors, were present. Supervisor Kniss took her seat at 9:03 a.m.

- 2. The Pledge of Allegiance was recited.

- 3. Received invocation by Pastor David Cannistraci of Gateway City Church, San Jose.

- 4. The following public comments were received:

 Usha Scott, Barbara Boyington, Elaine Baylis, members, Committee for Recognition of Nursing Achievement (CRONA), requested the Board to encourage representatives of Stanford and Lucille Packard Children's Hospitals to resume labor negotiations.

Rabbi Jay Miller, Executive Director, Peninsula Clergy Network, highlighted a manual he distributed titled, "Working with Clergy and Congregations," and expressed support for the Network's involvement in various local government efforts.

Alex Sakhanyuk, concerned citizen; Joyce Eden, member, West Valley Citizens' Air Watch; and, Barry Chang, Cupertino City Council Member, expressed opposition to the proposed expansion of Lehigh Southwest Cement Company in the City of Cupertino and advised that Environmental Protection Agency (EPA) violation notices have been issued against the Company.

5. Approved consent calendar and changes to the Board of Supervisors' Agenda. Received requests to add Item Nos. 21 and 25 to and remove Item Nos. 32 and 45 from the consent calendar. (Items with an asterisk [*] in front of the number were on the consent calendar and were voted on in one motion at the beginning of the meeting.)

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

6. Presentation of Resolutions and Commendations. (See Item No. 67)
 - a. Presented Resolution No. 2010-356, adopted on August 10, 2010, commending Dr. Shimizu for proactively finding solutions and leading local efforts to end problems with orthodontic health that affect his community. Said Resolution, by reference hereto, is made a part of these minutes. (Kniss)
 - b. Presented Resolution Nos. 2010-386, 2010-387, and 2010-388 commending Sheriff's Deputies Travis Eastman, Darrick Lopez, and Ledia Carlsen for their commitment and dedication to keeping the residents of Santa Clara County safe. Said Resolutions, by reference hereto, are made a part of these minutes. (Shirakawa)

7. Convened hearing to consider Resolution No. 2010-369 approving the proposed issuance of bonds by the California Municipal Finance Authority (CMFA) relating to financing or refinancing the costs of acquisition, construction, and improvement of facilities for the Diocese of San Jose, and took the following actions:
- a. Opened public hearing and received no testimony.
 - b. Closed public hearing.

Motion: Gage **Second:** Cortese
Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes
 - c. Adopted Resolution No. 2010-369 authorizing issuance and sale of bonds by the CMFA in an aggregate principal amount not to exceed \$20,000,000 for the costs of financing or refinancing the acquisition, construction, and improvement of facilities for the Diocese of San Jose. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss
Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes
8. Convened hearing to consider proposed 2009-2014 Santa Clara County Housing Element Update and General Plan Amendment (File No.7764-00-00-10GP), and took the following actions:
- a. Opened public hearing and received no testimony.

(Supervisor Gage left his seat at 10:56 a.m.)
 - b. Closed public hearing.

Motion: Kniss **Second:** Shirakawa
Vote: Gage: Absent Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes
 - c. Approved the Use of Prior California Environmental Quality Act (CEQA) Document/Addendum Program Environmental Impact Report (EIR) to the 1994 County General Plan EIR.

d. Adopted Resolution No. 2010-370 amending the General Plan by adopting the 2009 Housing Element Update. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Kniss **Second:** Shirakawa

Vote: Gage: Absent Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

9. Convened hearing to consider proposed Flood Hazard Mapping General Plan Amendment to Implement Assembly Bill (AB) 162, and took the following actions:

a. Opened public hearing and received no testimony.

b. Closed public hearing.

Motion: Kniss **Second:** Cortese

Vote: Gage: Absent Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

c. Approved the Use of Prior California Environmental Quality Act (CEQA) Document/Addendum Program Environmental Impact Report (EIR) to the 1994 County General Plan EIR.

d. Adopted Resolution No. 2010-371 amending the County General Plan to adopt the Flood Hazard Mapping General Plan Amendment to implement AB 162. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Kniss **Second:** Cortese

Vote: Gage: Absent Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

10. Convened hearing to consider recommendations relating to the 2009 annual report on Status and Progress of Implementation of the Housing Element, and took the following actions:

a. Opened public hearing and received no testimony.

b. Closed public hearing.

Motion: Kniss **Second:** Shirakawa

Vote: Gage: Absent Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

(Supervisor Gage took his seat at 10:58 a.m.)

c. Accepted report.

d. Approved forwarding the report to the State Department of Housing and Community Development.

Motion: Kniss **Second:** Shirakawa

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

11. Convened hearing to consider petition for cancellation of Assessor's Parcel Number (APN) 779-45-007 from Land Conservation (Williamson Act) Contract No. 75.004 covering 810 W. San Martin Avenue, San Martin. Property of Ralph and Lynda Godfrey (Supervisorial District 1), and took the following actions:

a. Opened public hearing and received no testimony.

b. Closed public hearing.

Motion: Gage **Second:** Cortese

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

c. Adopted Resolution No. 2010-372 making California Environmental Quality Act (CEQA) findings and granting tentative approval of cancellation of Williamson Act Contract for property located at 810 W. San Martin Avenue, San Martin (APN 779-45-007). Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Cortese

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

12. Convened hearing to consider if a grading violation exists for property located at 13925 Santa Teresa Boulevard, San Martin. Property of Marinos and Susan Iacovou (File No. 10081-68-31-09GV) (Supervisorial District 1), and took the following actions:

- a. Opened public hearing and received testimony.

John Murphy, attorney for property owners; Roger Santos, grading contractor; Tom Galli, landscape architect; and, Diane Dean, concerned neighbor, requested that the Board uphold the Building Official's initial determination that a Notice of Violation should be recorded against the subject property.

- b. Closed public hearing.

Motion: Gage **Second:** Shirakawa

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

Jody Hall Esser, Director, Department of Planning and Development, discussed the process for obtaining grading permits from the California Department of Fish and Game and the Regional Water Quality Control Board, and Supervisor Gage offered to contact the two agencies to help resolve the property owner's issues in a reasonable and timely manner.

Discussion ensued among the Board members regarding various drainage and grading issues, and Supervisors Cortese and Shirakawa expressed support for upholding the Planning Commission's decision that a grading violation does not exist.

- c. Declared intent to determine that a grading violation exists and referred to County Counsel for preparation of findings.

Directed the Administration at the request of Supervisor Gage to work with Supervisor Gage and Supervisorial District 1 staff to resolve issues relating to drainage, grading, and State and local permits.

Motion: Gage **Second:** Yeager

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

13. Accepted report from Health and Hospital Committee relating to the meeting of August 11, 2010, and took the following actions:

- a. Approved recommendations from the Social Services Agency and the Santa Clara Valley Health and Hospital System, Mental Health Services, on suicide prevention and early identification of potential suicide, including creation of a single 1-800 Suicide and Crisis Phone Line and the creation of a part-time Suicide Prevention Coordinator position in the Mental Health Department to be funded with Mental Health Services Act (MHSA) resources.

Supervisor Kniss expressed appreciation to the Suicide Prevention Advisory Committee and stakeholders for efforts relating to suicide prevention, and discussion ensued among the Board members; Vic Ojakian, Co-Chair, Santa Clara County Mental Health Board; and, Nancy Pena, Director, Mental Health Department, regarding the Suicide Prevention Strategic Plan. In addition, Dr. Pena presented a video which highlighted the significance of the suicide prevention strategies and depicted the personal experiences, sentiments, and goals of various members of the community.

Amari Romero-Thomas, United Way Silicon Valley; and, Kelly Green, representative, Caltrain, highlighted the value of community involvement in the development and implementation of suicide prevention strategies.

- b. Accepted report from the Public Health Department on the Emergency Medical Services (EMS) Agency's Exclusive Operating Area Request for Proposals (RFP) for 911 Paramedic First Response and Ambulance Transportation Services and approved County Executive's request to enter into negotiations. (See Agenda Item No. 19).
- c. Accepted report and approved recommendations from the Public Health Department on the feasibility and timeline for implementing more comprehensive anti-smoking ordinances for the unincorporated areas of the County, as noted on matrix with the exception of (3-A) limiting the quantity and placement of outdoor advertising, (4-A) limiting advertising tobacco within 1,000 feet of schools, and (4-B) prohibiting tobacco advertising placement as specified at all retail establishments as these items have not been deemed feasible by staff.

d. Accepted Committee Agenda items 4-13 and 17-23 as Board information only.

Motion: Kniss **Second:** Yeager

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

14. Accepted verbal report from Jeffrey Smith, County Executive, Office of the County Executive, relating to cash flow problems at the local level as a result of the inability of the State to adopt a Fiscal Year (FY) 2011 Budget.

Referred to Administration at the request of Supervisor Kniss for report to the Board on September 14, 2010: Details regarding fiscal impacts, issues, and possible budget strategies relating to unforeseen financial consequences of the FY 2011 State Budget.

Motion: Kniss **Second:** Shirakawa

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

15. There was no report on legal issues from Miguel Márquez, County Counsel, Office of the County Counsel.

(Supervisor Kniss left her seat at 10:30 a.m.)

Accepted verbal report from Mr. Márquez who stated that, "At the August 23, 2010 closed session, by unanimous vote, the Board approved authority to file an appropriate brief or other pleading in a litigation matter. The name of the action and the defendant(s), as well as the substance of the litigation, shall be disclosed, once the action is formally commenced, to any person upon inquiry."

Motion: Gage **Second:** Shirakawa

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Absent

(Supervisor Kniss took her seat at 10:32 a.m.)

16. **Referred to Administration at the request of President Yeager for report to the Board through the Health and Hospital Committee:** Feasibility and timeline for repositioning the Employee Wellness Program to reside under the leadership of the Valley Health Plan, including update on the Program and how its activities are publicized and made accessible to employees.

Motion: Yeager **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

17. **Held for consideration by the Public Safety and Justice Committee on Date Uncertain at the request of the Administration:** Consider recommendations relating to the utilization of the Office of the Sheriff for Valley Medical Center Security Services. (Office of the Sheriff)

Possible action:

- a. Approve the movement of operational authority of Valley Medical Center Security to the Office of the Sheriff.
- b. Introduction and preliminary adoption of Salary Ordinance No. NS-5.11.05 amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting one Chief of Protective Services position and one Assistant Chief of Protective Services position from the Valley Medical Center and adding one Sheriff's Lieutenant position and one Sheriff's Sergeant position in the Office of the Sheriff. (Roll Call Vote to waive reading, Roll Call Vote to adopt)
- c. Approve Request for Appropriation Modification No. 33 - \$128,518 transferring funds from the General Fund Contingency Reserve to the Office of the Sheriff budget relating to providing of security services to the Valley Medical Center. (4/5 Roll Call Vote)

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

18. Under advisement from June 22, 2010 (Item No. 5): Considered recommendations relating to a revised Ordinance pertaining to Special Events on County Roads, and took the following actions:
- a. Accepted report relating to refinements to the proposed Special Events on County Roads Ordinance since the Board's last consideration on June 22, 2010.

Donald Worn, Pedalera Bicycle Club, expressed opposition to the revised Ordinance until the County has addressed all of the public's issues and concerns.

Joe Walton and Herman Wadler, members, Santa Clara Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee (BPAC), expressed support for the revised Ordinance. In addition, Mr. Walton requested that a feasibility study be conducted to determine costs to widen specific County roads.

Supervisor Cortese and Sylvia Gallegos, Deputy County Executive, Office of the County Executive, discussed the significance of collaborating with law enforcement officers and park rangers to regulate special events. Discussion ensued among the Board members regarding the one-year sunset provision and the opportunity it presents to evaluate outcomes.
 - b. Waived reading and adopted Ordinance No. NS-502.8 (preliminary) amending Division B3 Chapter VII of the Santa Clara County Ordinance Code relating to the issuance of permits for special events on County Roads in the unincorporated area of Santa Clara County.
 - c. Adopted Resolution No. 2010-373 establishing permit and related fees for special events on County Roads in the unincorporated territory of Santa Clara County, effective on the effective date of Ordinance No. NS-502.8. Said Resolution, by reference hereto, is made a part of these minutes.
 - d. Adopted Administrative Guidelines for the Special Events on County Roads Ordinance.

- e. **Directed the Administration to report to the Housing, Land Use, Environment, and Transportation Committee** one year after the Ordinance becomes effective (September 2011) with an evaluation of the Ordinance and proposing modifications, as necessary.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

19. Considered recommendations relating to the Emergency Medical Services (EMS) Exclusive Operating Area (EOA) Request for Proposals (RFP), "Advanced Life Support First Response and Paramedic Ambulance Transportation for the County Service Area EOA," (See Agenda Item No. 13b) and took the following actions:

- a. Accepted report from Jeffrey Smith, County Executive, Office of the County Executive, relating to the process and status of the County EOA RFP.

Dale Foster, Gilroy Fire Chief, and William McDonald, City of San Jose Fire Chief, expressed appreciation regarding the participation of County Fire Chiefs in the RFP process.

Tom Wagner, Chief Executive Officer, American Medical Response (AMR), highlighted AMR's financial sustainability and the desire of the Company to participate in the comprehensive review phase of the process.

Supervisor Gage stated the Board should refrain from decisions about the County EMS Plan until the Administration has had an opportunity to comprehensively analyze all of the bid proposals. Supervisors Cortese and Shirakawa expressed support for moving all of the recommended actions, noting that the proposed timeline is reasonable and the process fair.

Discussion ensued regarding the need for transparent government proceedings, the Board's fiduciary responsibility to uphold the integrity of the RFP process, and the possibility of blackout (no contact) policy violations, in particular the extent of the financial relationship and/or partnership that exists between the City of San Jose and AMR. Supervisor Cortese requested an investigation of the relationships, if any, that exist between the prospective bidders and city jurisdictions within the County during the discussion phase of the EOA RFP process.

Supervisor Gage disclosed that no one has approached him about the RFP negotiations, and Supervisor Cortese stated for the record that he has been unduly influenced by comments expressed during the blackout period. At the request of Supervisor Shirakawa, representatives of Rural-Metro Ambulance and AMR commented that their respective companies are aware of and understand the blackout policy provisions.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

b. Considered but did not recognize that the proposal submitted by Rural-Metro Ambulance is most responsive to the RFP requirements.

c. Directed staff to continue on the current RFP schedule.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

d. Authorized the County Executive, or designee, to meet with all bidders to review the scoring and the bid proposals.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

e. Considered but did not authorize the County Executive, or designee, to enter into negotiations with Rural-Metro Ambulance, as the highest scored bidder, to develop a possible final agreement that can successfully implement the County EMS Plan.

f. Considered but did not acknowledge that, if the negotiations with Rural-Metro Ambulance are unsuccessful, the County will attempt to negotiate a final agreement with AMR.

g. Considered but did not direct the County Executive to return to the Board of Supervisors on November 5, 2010, with a final recommendation.

h. Authorized the Administration to release the AMR and Rural-Metro Ambulance bids for public review.

Mr. Smith requested the addition of recommended action "h" authorizing the Administration to release the AMR and Rural-Metro Ambulance bids for public review, and discussion ensued regarding the opportunity for interested parties to compare proposals during the public input phase of the process.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

- i. **Directed the Administration at the request of Supervisor Cortese** to inquire about financial relationships and/or partnerships, if any, that exist between the designated bidders and the City of San Jose and other city jurisdictions within the County relating to the EOA RFP process, including possible violations against applicable blackout provisions.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: No Cortese: No Yeager: Yes Kniss: Yes

20. Held from August 10, 2010 (Item No. 17): Considered recommendations included in the Final Grand Jury Report: Are County Community Based Organizations (CBO) Contracts Administered Properly?, and took the following actions:

- a. Adopted response from Administration to Final Grand Jury Report relating to procedures for administering CBO contracts.

Tom Kinoshita, Public Policy Director, Silicon Valley Council of Nonprofits, expressed support for Final Grand Jury Report recommendations relating to contract services.

- b. Authorized the President and Clerk of the Board of Supervisors to forward department/agency responses to Grand Jury Report to the Presiding Judge of the Superior Court with approval that responses constitute the response of the Board of Supervisors, consistent with provisions of California Penal Section 933 (c).

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 21. Considered recommendations related to proposed skydiving operations at South County Airport (Airport), Roads and Airport Department, and took the following actions:
- a. Did not approve the proposal by Garlic City Skydiving to conduct skydiving operations with a Landing Zone on Airport property.
 - b. Directed staff to coordinate with Garlic City Skydiving and the Federal Aviation Administration to expeditiously review any revision to the skydiving proposal identifying an off-airport Landing Zone to determine the impact to Airport operations, if any.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

22. Considered recommendations relating to Agreement with Bay Cities Produce Company, Inc., and took the following actions:
- a. Approved Agreement with Bay Cities Produce Company, Inc., relating to providing fresh produce and related products and services in an amount not to exceed \$5,000,000 for period September 1, 2010 through August 31, 2013, with an option to renew for two additional years.
 - b. Approved delegation of authority to the Director, Procurement Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the Agreement with Bay Cities Produce Company, Inc., to provide fresh produce and related products and services, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 31, 2015.

President Yeager acknowledged the improvement in the quality and increase in the quantity of fresh produce and related products and services offered in County facilities, and noted plans to prepare a Board referral for assessment of the County's food standards.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

23. Considered recommendations relating to Management Audit Services Request for Proposals (RFP), and took the following actions:

- a. Accepted report relating to Management Audit Services RFP.

The Board members discussed the competitive nature of, and the administrative perspective relating to, the Management Audit Services procurement process.

Celina Knippling, Senior Associate, MGT of America, Inc., expressed appreciation for the opportunity to participate in the RFP process and noted that the process has been fair and open.

- b. Authorized the Director of Procurement, or designee, to accept the Evaluation Committee's recommended option to enter into dual negotiations with Harvey M. Rose Associates, LLC, and MGT of America, Inc., and return to the Board with the results.

Motion: Yeager **Second:** Shirakawa

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

24. Held from August 10, 2010 (Item No. 32): Waived reading and adopted Ordinance No. NS-304.132 (preliminary) amending Division A25, Chapter III, Article 3, of the Santa Clara County Ordinance Code relating to background investigations for new hires as recommended by the Personnel Board.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 25. Considered recommendations relating to acquisition of financial systems software, and took the following actions:

- a. Approved delegation of authority to the Acting Director, Finance Agency, or Controller-Treasurer to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Amendment to Software License Agreement with SAP to provide financial system software in an amount not to exceed \$1,214,250, following approval by County Counsel as to form and

legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 30, 2016.

- b. Approved delegation of authority to the Acting Director, Finance Agency, or Controller-Treasurer to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to a Financing Agreement with Bank of America to provide five-year interest free financing for SAP financial system software, pursuant to the software license amendment, in an amount not to exceed \$1,214,250, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 30, 2016.
- c. Approved delegation of authority to the Acting Director, Finance Agency, or Controller-Treasurer to solicit, negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the acquisition of consulting services for the implementation of SAP software pursuant to the software license amendment following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on November 30, 2011.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

26. Accepted presentation from Gary Graves, Chief Operating Officer, Office of the County Executive, relating to bond issuance and adopted Resolution No. 2010-374 approving a maximum interest rate for the Teeter Plan Commercial Paper Notes, Series A financing. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

27. Accepted presentation from Gary Graves, Chief Operating Officer, Office of the County Executive, relating to bond issuance and adopted Resolution No. 2010-375 authorizing the issuance of Campbell Union Elementary School District Election of 2010 General Obligation Bonds, Series A, in a principal amount not to exceed

\$25,000,000, relating to financing the acquisition or improvement of property in the District. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

28. Considered Item Nos. 32 and 45, previously removed from the Consent Calendar at the request of members of the public.
29. Announced Monday, September 13, 2010, at 2:00 p.m., as the date and time for closed session to discuss items noticed pursuant to the Brown Act.

Adjourned in honor and memory of Rabbi Joseph Gitin, dedicated civil rights activist and long-time Rabbi at Temple Emanu-El in San Jose, and Stephen Schneider, former Stanford University scientist who served on the international research panel on global warming; and, authorized that letters of condolence be forwarded to the families.

Adjourned at 12:12 p.m., to an open and public session on Monday, September 13, 2010, at 2:00 p.m., in the Tenth Floor Supervisors' Conference Room, 70 West Hedding Street, San Jose, for the purpose of identifying designated representatives to discuss salaries, or related to labor negotiations, or to discuss real property negotiations; subsequently adjourning into a closed session to discuss items properly noticed; and, subsequently adjourning to an open and public session on Tuesday, September 14, 2010, at 9:00 a.m., in the Board of Supervisors' Chambers, County Government Center, 70 West Hedding Street, San Jose.

Motion: Kniss **Second:** Gage

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

Ken Yeager, President
Board of Supervisors

ATTEST:

Signed and certified that a copy of this document was delivered by electronic or other means to the President, Board of Supervisors.

Maria Marinos, Clerk
Board of Supervisors

nl, jf

- * 30. Approved Summary of Proceedings of August 10, 2010, and minutes of August 9, 2010.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 31. Considered recommendations relating to In-Home Supportive Services Fraud Investigation and Program Integrity, and took the following actions:

- a. Authorized the Social Services Agency to submit the In-Home Supportive Services Fraud Investigation and Program Integrity Plan to the California Department of Social Services.
- b. Approved Request for Appropriation Modification No. 31 - \$75,914 increasing revenue and expenditures in the Social Services Agency budget.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

32. **Held to September 14, 2010 at the request of Supervisor Cortese:** Considered recommendations relating to Refugee Program Services.

Possible action:

- a. Approve Program Year 2010-2011 Refugee Program Service Plan and approve delegation of authority to the Director, Social Services Agency, or designee, to update or amend the Plan for Program Years 2011-2012 and 2012-2013. Delegation of authority shall expire September 30, 2013.
- b. Approve Refugee Program funding recommendations for Catholic Charities of Santa Clara County (CCSCC), International Rescue Committee (IRC), Jewish Family Services of Silicon Valley (JFSSV), and Vietnamese Voluntary Foundation (VIVO) for an initial combined amount of \$470,000 for Federal Fiscal Year 2010-2011; and, approve delegation of authority to the Director, Social Services Agency, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to contracts resulting from the funding recommendations, with the option to decrease or increase funding based on federal and state allocations, and with the option for two additional one-year extensions based on funding availability, subject to contractors' satisfactory performance, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority will expire September 30, 2013.

Motion: Cortese **Second:** Yeager

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 33. Considered recommendations relating to Fiscal Year (FY) 2010-2011 Mental Health Services Act (MHSA) plans, and took the following actions:
- a. Authorized the Mental Health Department to submit the Santa Clara County FY 2010-2011 MHSA Annual Update and the Santa Clara County Initial Innovation Plan to the California Department of Mental Health and Mental Health Services Oversight and Accountability Commission.
 - b. Waived reading and adopted Salary Ordinance No. NS-5.11.09 (preliminary) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the

compensation of employees adding two Mental Health Program Specialist II or Mental Health Program Specialist I positions in the Mental Health Department.

- c. Approved Request for Appropriation Modification No. 16 - \$251,450 increasing revenue and expenditures in the Mental Health Department budget and \$251,450 increasing receipts and disbursements in the MHSA trust fund budgets.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 34. Approved Request for Appropriation Modification No. 15 - \$475,768 transferring funds within the Mental Health Department budget and \$549,232 transferring funds within the Santa Clara Valley Medical Center budget relating to psychiatrist staffing.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 35. Ratified grant application submitted by the Public Health Department to the Centers for Disease Control and Prevention relating to grant funding for addressing a set of two or more linked health problems that interact synergistically to contribute to an excess burden of disease on a population (syndemics) through Program Collaboration and Service Integration in an amount not to exceed \$1,200,000 for period October 1, 2010 through September 30, 2013.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 36. Ratified grant application submitted by the Public Health Department to the Substance Abuse and Mental Health Services Administration relating to grant funding for Capacity Building Initiative for Substance Abuse and HIV Prevention Services for At-Risk Racial/Ethnic Minority Young Adults in an amount not to exceed \$1,500,000 for period October 1, 2010 through September 30, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 37. Considered recommendations relating to Traffic Safety Integration and Coordination Project, and took the following actions:
- a. Accepted Letter of Award from the State Office of Traffic Safety (OTS) relating to the Traffic Safety Integration and Coordination Project, in an amount not to exceed \$360,600 for period October 1, 2010 through September 30, 2011.
 - b. Approved delegation of authority to the Director, Public Health Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Agreement with the State OTS to provide the Traffic Safety Integration and Coordination Project in an amount not to exceed \$360,600 for period October 1, 2010 through September 30, 2011, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2011.
 - c. Waived reading and adopted Salary Ordinance No. NS-5.11.10 (preliminary) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting one Health Education Specialist or Health Education Associate position in the Public Health Department.
 - d. Approved Request for Appropriation Modification No. 26 - \$136,527 decreasing revenue and expenditures in the Public Health Department budget.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 38. Approved Request for Appropriation Modification No. 11 - \$252,366 increasing revenue and expenditures in the Public Health Department budget relating to HIV/AIDS care and prevention services.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 39. Considered recommendations relating to long-term disability insurance coverage benefit for certain physicians, and took the following actions:
- a. Approved selection of Mutual of Omaha as the new insurance carrier for group long-term disability insurance coverage for physicians.
 - b. Approved delegation of authority to the Deputy County Executive, Employee Services Agency, or designee, to execute any documents necessary to implement the policy with Mutual of Omaha effective September 6, 2010, which includes a two-year monthly premium rate guarantee of \$1.31 per \$100 of salary, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 5, 2012.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 40. Approved delegation of authority to Deputy County Executive, Employee Services Agency, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to separate Early Retiree Reinsurance Program (ERRP) Participation Agreements with Kaiser Foundation Health Plan, Health Net of California, and Valley Health Plan to provide information, data, documents, and records to the U.S. Department of Health and Human Services as a requirement of the ERRP, effective September 1, 2010, and for the period the County continues to be eligible for reimbursement under the ERRP or until the County or the plan providers terminate its Group Agreement, whichever is sooner, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on January 1, 2014.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 41. Considered recommendations from Employee Services Agency relating to the Office of the Assessor and took the following actions:
- a. Approved new Job Specification for the classification of Assistant Chief of Assessment Standards, Services and Exemption Division.

- b. Abolished the classification of Assessment Roll Administrator.
- c. Waived reading and adopted Salary Ordinance No. NS-5.11.08 (preliminary) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting one Assessment Roll Administrator position and adding one Assistant Chief of Assessment Standards, Services and Exemption Division position; adding the classification and salary range for Assistant Chief of Assessment Standards, Services and Exemption Division to the Salary Schedule; and deleting the classification and salary range for Assessment Roll Administrator from the Salary Schedule.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 42. Considered recommendations from Employee Services Agency relating to the Public Health Department, and took the following actions:
 - a. Approved new Job Specification for the classification of Public Health Division Director – Programs.
 - b. Waived reading and adopted Salary Ordinance No. NS-20.09.15 (preliminary) amending Salary Ordinance No. NS-20.09 relating to the compensation of employees adding one Public Health Division Director – Programs position and deleting one Administrative Services Manager III position in the Public Health Department.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 43. There were no travel announcements for members of the Board of Supervisors and other elected officials.
- * 44. Accepted reports from members of the Board of Supervisors relating to meetings attended through August 18, 2010.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

45. Accepted report from Supervisor Gage, Chairperson, Housing, Land Use, Environment, and Transportation Committee (HLUET) relating to the meeting of August 12, 2010, and took the following actions:
- a. Considered recommendations relating to the County General Plan. (HLUET Item No. 5)
 1. Accepted report.
 2. Directed staff to begin an incremental update, focusing on emergency preparedness and public and community health, to be included in a new Health and Safety element.
 3. Directed staff to address Sustainability in each of the elements where applicable, with a potential appendix indicating where in the General Plan sustainability is addressed.
 4. Directed staff to work closely with the Santa Clara Valley Water District in developing a separate Water element.
 5. Directed staff to report to HLUET in November 2010, and to the Board of Supervisors in December 2010, with more detailed recommendations and options for advanced planning for a future update to the County's General Plan.
 6. Accepted all other staff recommendations on format, process, etc.
 - b. Approved Request for Appropriation Modification No. 21 - \$20,050 decreasing revenue in the Department of Agriculture and Environmental Management budget relating to removal of the Home Composting Education Program (HCEP) \$20 materials fee for the three-hour Bay Friendly Gardening weekend workshops. (HLUET Item No. 6)
 - c. Considered recommendations relating to update of the Parkland Acquisition Plan. (HLUET Item No. 7)

1. Accepted report on status of the Parkland Acquisition Plan with respect to the public input summary.

Roland Lebrun, concerned citizen, and Brian Schmidt, Legislative Advocate, Committee for Green Foothills, expressed opposition to the inappropriate use of County Park Charter funds. Also, Mr. Lebrun requested that the Habitat Conservation Plan be excluded from the Parkland Acquisition Plan.

2. Approved request to schedule a Board Workshop (Study Session) for the afternoon of September 28, 2010, for a facilitated discussion of the Parks Acquisition Plan Update.

d. Accepted report relating to proposed revisions to the County Ordinance Code regarding bicycles and skateboards. (HLUET Item No. 8)

e. Accepted Committee agenda items 9-12, as Board information only.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 46. Approved the appointment of Sheriff Laurie Smith to serve on the Board of Directors of the Silicon Valley Regional Interoperability Authority for term expiring December 31, 2013. (Yeager)

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 47. Approved delegation of authority to the Chief Information Officer, Information Services Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to an Agreement for Service with Jeskell, Inc., to provide information technology services in an amount not to exceed \$200,000 for period August 24, 2010 through June 30, 2011, following approval by

County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2011.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 48. Approved delegation of authority to the Chief Information Officer, Information Services Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Agreement for annual information technology security audits in an amount not to exceed \$825,000 for period beginning August 24, 2010 through June 30, 2015, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 49. Considered recommendations relating to Emergency Management Performance Grant (EMPG) Funds, and took the following actions:
- a. Accepted 2010 EMPG award from the Governor's Office of Emergency Services.
 - b. Approved Request for Appropriation Modification No. 29 - \$445,789 increasing revenue and expenditures in the Office of the County Executive budget.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 50. Considered recommendations relating to the Office of the County Executive and the Facilities and Fleet Department, and took the following actions:
- a. Waived reading and adopted Salary Ordinance No. NS-5.11.12 (preliminary) amending Santa Clara County Ordinance No. NS-5.11 relating to the compensation of employees deleting one Climate Change/Sustainability Program Manager position and adding one Program Manager II position in the

Office of the County Executive and deleting one unclassified Associate Management Analyst B or unclassified Associate Management Analyst A or unclassified Management Aide position and adding one Climate Change/Sustainability Program Manager position in the Facilities and Fleet Department.

- b. Approved Request for Appropriation Modification No. 30 - \$47,970 transferring funds within the Office of the County Executive and the Facilities and Fleet Department budgets.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 51. Considered recommendations relating to the Silicon Valley Regional Communications System (SVRCS) Project, and took the following actions:

- a. Approved extension of the delegation of authority to the Director, County Communications Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to providing goods and services necessary to complete the Fiscal Year 2007 Public Safety Interoperable Communications Grant Project in an amount not to exceed \$5,721,511 for period August 24, 2010 through March 31, 2011, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on March 31, 2011.
- b. Approved delegation of authority to the Director, County Communications Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to expenditure of one-time funds approved for use to implement the SVRCS Project in an amount not to exceed \$500,000 for period August 24, 2010 through March 31, 2011, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on March 31, 2011.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 52. Considered recommendations relating to Agreement for training of volunteer fire fighters in underserved areas, and took the following actions:
- a. Approved Cooperative Fire Programs Fire Protection Reimbursement Agreement No. 1CA01222 with California Department of Forestry and Fire Protection (CAL FIRE) relating to providing fire protection training services during the official State-declared non-fire season to Volunteer Fire Companies in the underserved areas, in the amount of \$43,327.02 for period July 1, 2010 through June 30, 2011.
 - b. Adopted Resolution No. 2010-390 approving CAL FIRE Agreement No. 1CA01222 for fire protection training services from July 1, 2010 through June 30, 2011. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 53. Approved extension of the delegation of authority to the Director, Procurement Department, or designee, to continue with the solicitation process relating to providing blood products and related services for a three-year period with an option to extend for two additional years. Delegation of authority shall expire on October 31, 2010.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 54. Approved delegation of authority to the Director, Procurement Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Agreement Nos. 5500001326, 5500000911, 5500001143, and 550000056 with Siemens Medical Solutions USA, Inc., relating to providing maintenance service for imaging equipment, in an amount not to exceed \$3,300,000 for period September 15, 2010 through September 14, 2015, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 15, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 55. Approved delegation of authority to the Director, Procurement Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Agreement No. 5500001547 with SideMark Corporate Furniture relating to providing modular and free-standing office furniture in an amount not to exceed \$20,000,000 for period September 12, 2006 through September 12, 2011, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 12, 2011.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 56. Waived reading and adopted Ordinance No. NS-300.825 (preliminary) repealing Section A6-10 of the Santa Clara County Ordinance Code relating to remuneration of Local Agency Formation Commission (LAFCo) Commissioners.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 57. Announced the following appointments by individual Board members to various Boards and Commissions:

- a. Supervisor Kniss appointed Sylvia Hsiang to serve on the Hsinchu, Taiwan Sister-County Commission for a three-year term expiring on June 30, 2013. This position is allocated to District 5.
- b. Supervisor Yeager appointed Steven Summers to serve on the Hsinchu, Taiwan Sister-County Commission for a three-year term expiring June 30, 2012. This position is allocated to District 4.
- c. Supervisor Cortese reappointed Duilio Peruzzi to serve on the Florence, Italy Sister-County Commission for a three-year term expiring June 30, 2013. This position is allocated to District 3.
- d. Supervisor Gage appointed Rosanna Alvarez to serve on the Commission on the Status of Women for a three-year term expiring June 30, 2013. This position is allocated to District 1.

- e. Supervisor Gage appointed Marianne Alvarez to serve on the Domestic Violence Council for a three-year term expiring June 30, 2011. This is a rotating position and will remain with District 1 until expiration.
- f. Supervisor Gage appointed Vicky Chu to serve on the Hsinchu, Taiwan Sister-County Commission for a three-year term expiring on June 30, 2013. This position is allocated to District 1.
- g. Supervisor Gage reappointed Jack Bohan to serve on the Planning Commission for a four-year term expiring on June 30, 2014. This position is allocated to District 1.
- h. Supervisor Gage reappointed Bob Cerruti to serve on the San Martin Planning Advisory Committee for a four-year term expiring June 30, 2014. This position is allocated to District 1.
- i. Supervisor Gage reappointed Jack Bohan to serve on the San Martin Planning Advisory Committee for a four-year term expiring June 30, 2014. This position is allocated to District 1.
- j. Supervisor Yeager appointed Dennis Chiu to serve on the the Planning Commission for a four-year term expiring June 20, 2014. This is a rotating position and will remain with District 4 until expiration.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

* 58. Approved the following Board As-a-Whole appointments to various Boards and Commissions:

- a. Supervisor Cortese nominated Narendra Pathak to serve on the Human Relations Commission for a four-year term expiring June 30, 2013. This position is allocated to District 3.

- b. Supervisor Gage nominated Hilary Armstrong to serve on the HIV Health Services Planning Council for a three-year term expiring June 30, 2011. This position is allocated to District 1.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 59. Approved recommendations relating to resignations from Boards and Commissions, and took the following actions:

- a. Accepted the resignation of Avelino Azevedo from the HIV Health Services Planning Council for a three-year term expiring June 30, 2012. Appointee shall represent the affected community and be a non-aligned consumer. Position is allocated to District 4.
- b. Accepted the resignation of Debra Thompson from the HIV Health Services Planning Council for a three-year term expiring June 30, 2013. Appointee shall represent the affected community and be a non-aligned consumer. Position is allocated to District 4.
- c. Accepted the resignation of Hilary Armstrong from the HIV Health Services Planning Council for a three-year term expiring June 30, 2012. Appointee shall represent the affected community and be a non-aligned consumer. Position is allocated to District 5.
- d. Accepted the resignation of Richard Loek from the Mental Health Board for a three-year term expiring June 30, 2011. Appointee shall have experience and knowledge in Mental Health Systems. Position is allocated to District 4.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 60. Approved delegation of authority to the District Attorney, Office of the District Attorney, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to revenue generating contracts with various local and state government agencies to provide forensic analysis services for period July 1, 2010 through June 30, 2015, following approval by County Counsel as to form

and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 61. Approved delegation of authority to the Sheriff, Office of the Sheriff, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to an Agreement with the United States Department of Justice, Drug Enforcement Administration and the United States Attorney's Office for the reimbursement of overtime operations conducted in conjunction with the Organized Crime Drug Enforcement Task Force for the period June 1, 2010 through September 30, 2010, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2010.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 62. Approved delegation of authority to the Sheriff, Office of the Sheriff, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to a service agreement with Julie Bork, or other contractor of comparable skill and experience, to provide crime analysis services for the Sheriff's Special Operations Division in an amount not to exceed \$202,025 for the period September 1, 2010 through January 31, 2013, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on January 31, 2013.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 63. Approved delegation of authority to the Sheriff and County Executive, or designees, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the tissue donation process with California Transplant Donor Network for period August 24, 2010 through August 31, 2015, following approval by

County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 31, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 64. Considered recommendations relating to operational support for the Integrated Statewide Law Enforcement Information Sharing System, and took the following actions:
- a. Waived reading and adopted Salary Ordinance No. NS-5.11.11 (preliminary) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees adding one half-time Information Systems Manager I or Information Systems Analyst II or Information Systems Analyst I in the Office of the Sheriff.
 - b. Approved Request for Appropriation Modification No. 32 - \$96,847 increasing revenue and expenditures in the Office of the Sheriff's budget.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 65. Adopted Resolution No. 2010-376 levying property taxes per Revenue and Taxation Code Section 93, and adopting tax rates or assessments authorized by Revenue and Taxation Code Sections 93(a) and 100(b) for the County of Santa Clara and for the various jurisdictions within the County for Fiscal Year 2011. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 66. Adopted Resolution No. 2010-377 allowing the Lake Canyon Community Special District to have its financial statements audited on a five-year interval period. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 67. Resolutions, Commendations, and Memorials (See Item No. 6):
- a. Ratified Resolution No. 2010-378, presented August 14, 2010, commending Junichi Suzuki for dedication and contribution as displayed in the film, 442: Live With Honor, Die With Dignity. (Cortese)
 - b. Ratified Resolution No. 2010-379, presented August 14, 2010, proclaiming August 14, 2010 as "Spirit of '45 Day" in Santa Clara County. (Cortese)
 - c. Adopted Resolution No. 2010-380 commending the Italian American Heritage Foundation for celebrating its 30th Annual Italian Family Festa. (Cortese)
 - d. Adopted Resolution No. 2010-381 commending Dr. Anne Verstraete for commitment to and accomplishments in the field of public service. (Yeager)
 - e. Adopted Resolutions Nos. 2010-382, 2010-383, 2010-384, and 2010-385 commending Daniel Max Benz, Edward Frank Enderson, Yoshie Yamasaki Yokoi, and Victor C. Puppo for contributions to the Morgan Hill Community. (Gage)
 - f. Adopted Resolutions Nos. 2010-386, 2010-387, and 2010-388 commending Sheriff Deputies Travis Eastman, Darrick Lopez, and Ledia Carlsen for commitment and dedication to keeping the residents of Santa Clara County safe. (Shirakawa)

Said Resolutions, by reference hereto, are made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 68. Considered recommendations relating to Professional Services Agreement for marketing consulting and public relation services, and took the following actions:
- a. Approved Professional Services Agreement (PSA) with Fortune 2 Design Firm relating to providing professional marketing consulting services in an amount not to exceed \$500,000 for period August 24, 2010 through June 30, 2014.
 - b. Authorized the Director, Parks and Recreation Department, to be the Owner's Authorized Representative (OAR) to execute Project Agreements for services during the term of the PSA, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive, and to perform other administrative functions pursuant to the PSA.
 - c. Authorized the Director, Parks and Recreation Department, to approve Amendments to the PSA, extending the term up to six months beyond June 30, 2014, and to increase the aggregate fee limit by up to \$100,000 if necessary, following approval by County Counsel as to form and legality, and approval by the Office of County Executive. Delegation of authority shall expire on December 31, 2014.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 69. Approved Water Supply Assessment (WSA) for Martial Cottle Park.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 70. Adopted Resolution No. 2010-389 authorizing the filing of an application for Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality (CMAQ) funding, committing the necessary non-Federal match, and stating the assurance to complete the Almaden Expressway Bicycle Signal Detection Project. Said Resolution, by reference hereto, is made a part of these minutes.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 71. Approved the Project, adopted plans and specifications, and authorized advertisement of Contract Documents for Environmental Mitigation and Long-Term Monitoring for Bridges 37C0576 and 37C0577 on Stevens Canyon Road, Federal Project No. BRLO-5937(168), subject to authorization by Caltrans to proceed with construction.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 72. Considered recommendations relating to the Santa Teresa Boulevard and Fitzgerald Avenue Intersection Signalization Project and took the following actions:

- a. Approved Contract Change Order No. 1 Final - Santa Teresa Boulevard and Fitzgerald Avenue Intersection Signalization Project, Contract 09-24, Contractor - Trincherro Construction Company, Inc. Net decrease of \$15,072.84 and an increase of 22 working days in contract time.
- b. Accepted Project as complete and authorized Clerk of the Board to execute Notice of Completion of Contract and Acceptance of Work on above.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 73. Considered recommendations relating to Second Amendment to Lease Agreement with Valley Transportation Authority (VTA) for the exchange of parking lots located north of Younger Street between North First and San Pedro Streets, San Jose, and took the following actions:

- a. Approved Second Amendment to Lease Agreement with VTA to lease parking facilities for five one-year terms.
- b. Approved delegation of authority to the Director, Facilities and Fleet Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to Second Amendment to Lease Agreement with VTA for period October 1, 2010 through September 30, 2015, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2015.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 74. Authorized an increase in the Supplemental Work Allowance (SWA) for the Abatement and Demolition of the San Jose Medical Center, Project No. 263-CP10017, for Cleveland Wrecking Company, Contract No. 10-10, in the amount of \$700,000 for a new total SWA of \$1,090,000 and a new contract encumbrance of \$3,692,540.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 75. Considered recommendations relating to the energy efficiency and renewable energy project loans and took the following actions:
- a. Approved delegation of authority to the Director, Facilities and Fleet Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to a zero interest loan with Pacific Gas and Electric Company to provide a lighting control system at 55 W. Younger Street, in an amount not to exceed \$250,000 for period September 1, 2010 through September 30, 2020, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2020.
 - b. Approved delegation of authority to the Director, Facilities and Fleet Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to a low interest loan with the

California Energy Commission to provide funding for energy efficiency, water conservation, and renewable power projects, in an amount not to exceed \$500,000 for period September 1, 2010 through September 30, 2020, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2020.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

* 76. See South Santa Clara County Fire District Minutes.

* 77. See South Santa Clara County Fire District Minutes.

* 78. See Sanitation District No. 2-3 Minutes.

* 79. Adopted Master Salary Ordinance No. NS-5.11 (final) for Fiscal Year 2011.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

* 80. Adopted Ordinance No. NS-300.826 (final) amending Section A5-31 of Chapter III of Division A5 of the Santa Clara County Ordinance Code relating to the time of Board of Supervisors' regular meetings.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: No

* 81. Ordinances relating to Assessment Appeals.

- a. Adopted Ordinance No. NS-300.828 (final) adding Section A4-14.1 of Chapter II of Division A4 of the Santa Clara County Ordinance Code relating to the appointment of members of Assessment Appeals Boards (AAB) other than AAB I and AAB II on a rotating basis.

- b. Adopted Ordinance No. NS-300.829 (final) amending Section 27 of Chapter II of Division A4 of the Santa Clara County Ordinance Code relating to the inclusion of minimum qualifications for Value Hearing Officers.
- c. Adopted Ordinance No. NS-300.830 (final) amending Sections 30 and 31 of Chapter III of Division A4 of the Santa Clara County Ordinance Code relating to the compensation and powers of Value Hearing Officers.
- d. Adopted Ordinance No. NS-300.831 (final) amending Section 15 of Chapter II of Division A4 of the Santa Clara County Ordinance Code relating to the compensation of the members of the Assessment Appeals Boards.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 82. Adopted Salary Ordinance No. NS-5.11.01 (final) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting two Deputy Sheriff positions and one unclassified Deputy Sheriff position, and amending Footnote No. 618 from two unclassified Deputy Sheriff positions to one unclassified Deputy Sheriff position in the Office of the Sheriff.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 83. Adopted Salary Ordinance No. NS-5.11.02 (final) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting one Adult Services Manager position and one Children's Services Manager position and adding two Library Services Manager positions in the County Library, adding the classification and salary range for Library Services Manager to the Salary Schedule, and deleting the classifications and salary ranges for Adult Services Manager and Children's Services Manager from the Salary Schedule.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 84. Ordinances relating to the Probation Department.
- a. Adopted Salary Ordinance No. NS-5.11.03 (final) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting one Probation Manager position in the Probation Department.
 - b. Adopted Salary Ordinance No. NS-20.09.14 (final) amending Executive Management Salary Ordinance No. NS-20.09 relating to the compensation of employees adding one Deputy Chief Probation Officer position in the Probation Department.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 85. Adopted Salary Ordinance No. NS-5.11.04 (final) amending Santa Clara County Salary Ordinance No. NS-5.11 relating to the compensation of employees deleting eight full-time and one half-time Special Qualifications Worker positions in the Employee Services Agency and deleting Footnote No. 16.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes

- * 86. Ordinances relating to Title C of the Ordinance Code.
- a. Adopted Ordinance No. NS-1100.113 (final) deleting Section C1-10.1 of Division C1 of Title C: Regulations, and establishing Section C1-22 of the Santa Clara County Ordinance Code relating to rebuild threshold for residential alterations.
 - b. Adopted Ordinance No. NS-1203.119 (final) amending Division C12 of Title C of the Santa Clara County Ordinance Code aligning provisions on applicability of building site approval to revised "rebuild" provisions.

Motion: Gage **Second:** Kniss

Vote: Gage: Yes Shirakawa: Yes Cortese: Yes Yeager: Yes Kniss: Yes



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

P. O. Box 92007
Los Angeles, CA 90009-2007

December 23, 2010

Michael Murdter
Director
Santa Clara County
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110-1302



Dear Mr. Murdter:

South County Airport and Skydiving

This letter serves as a response to your letter dated September 22, 2010. In the subject letter you attached an August 24, 2010 transmittal that provided reasons for the Santa Clara County's (County) decision to disapprove skydiving at South County Airport (E16)).

We are presently evaluating the County's reasons for prohibiting skydiving at E16. In early January 2011 (after the holidays), I will ask both our Flight Standards Division and our Air Traffic Organization to assist my organization with conducting a more comprehensive review of the proposed skydiving operations at E16. This review should take about 30 days and will consider the current air traffic operations at and around E16, application of relevant Federal Aviation Administration (FAA) regulations/policies/procedures, and your grant obligations. Once I receive the results of our FAA review I will provide you with our written response to the County's decision to disapprove skydiving.

In closing, I fully concur with your desire to have productive and professional discourse on this topic. Please accept this letter as evidence of our intent to work with the County in such a manner. If you have any questions, please feel free to contact me at (310) 725-3600.

Sincerely,

Mark A. McClardy
Manager, Airports Division

cc: Mr. Jeff Bodin, Garlic City Skydiving
Ms. Robin Hunt, San Francisco Airports District Office

County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 95110-1302



October 20, 2010

Nancy J. Puterbaugh
Manager of Construction
Santa Clara County
Roads and Airports Department

Subject: South County Airport Automated Weather Observing System (AWOS IIIP) Project
Contract No. R09-01
FAA AIP No. 3-06-0229-07

Dear Ms. Puterbaugh:

Submitted for your consideration is a:

REPORT OF COMPLETION
FOR A FEDERAL AVIATION ADMINISTRATION AWARDED CONTRACT
COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT

Contractor:

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695

Sincerely,

Handwritten signature of Pete Cruz in black ink.

Pete Cruz, Project Inspector

Handwritten signature of Charles Tucker in black ink.

Charles Tucker, Principal Inspector

FEMA Final Report R09-01

Board of Supervisors: Donald F. Gage, George M. Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith

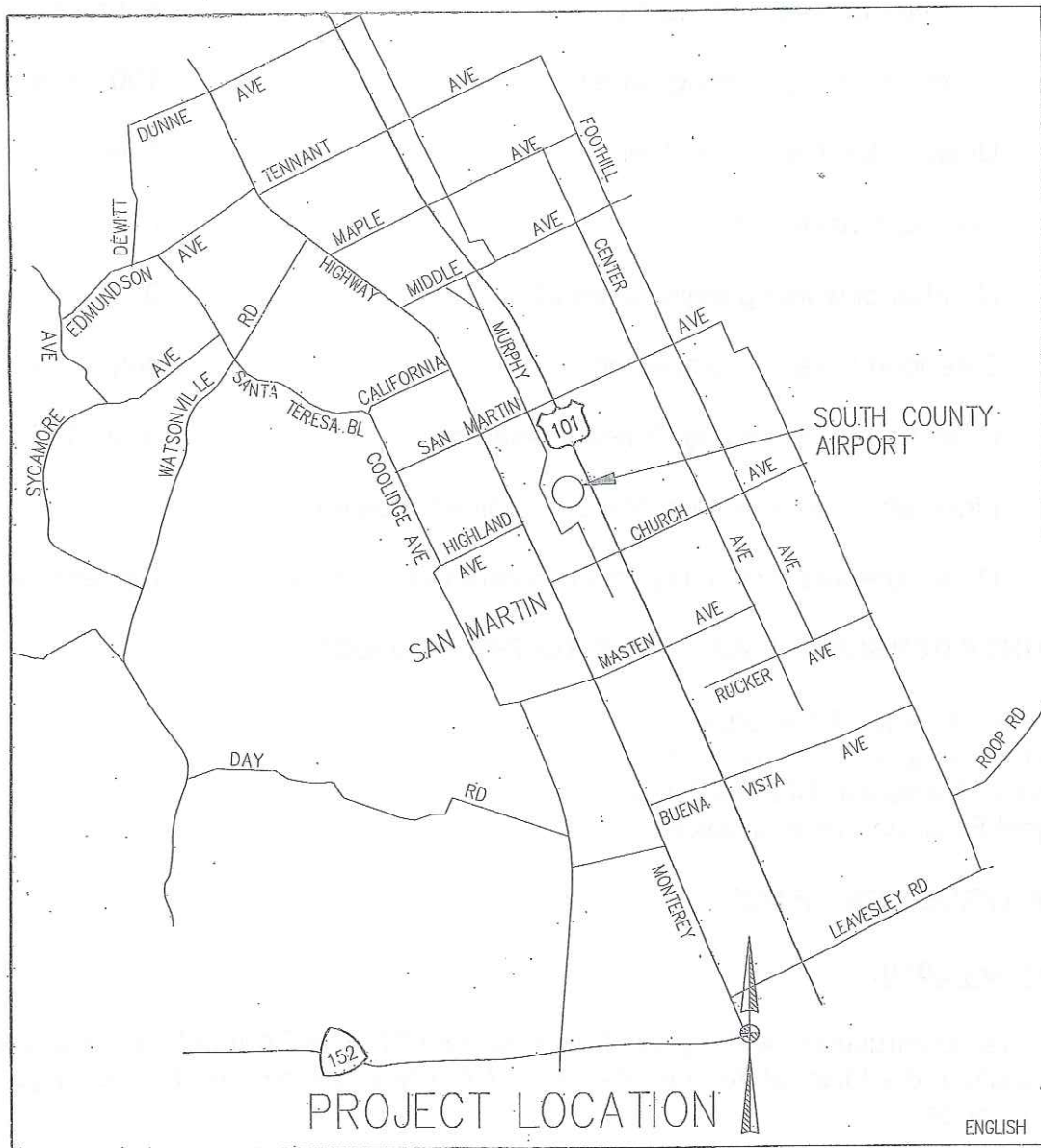
DATA INCLUDED WITH THIS REPORT

- ❖ Final Report
- ❖ Notice to Proceed
- ❖ Notice of Final Inspection
- ❖ Project Certificate
- ❖ Materials Certificate
- ❖ Letter of Indebtedness
- ❖ Wages and Rates Certificate
- ❖ Final DBE Report
- ❖ Final Payment
- ❖ Work Orders
- ❖ Change Order(s), Notice of Completion
- ❖ Photographs

FINAL REPORT

A. LOCATION AND DESCRIPTION OF PROJECT

1. Location of Project:



2. Description of Project:

This project was designed to expand the level of local flight data acquisition and availability by installing updated sensors and monitoring equipment. The data is available via normal analog phone lines, with the future possibility of providing data online digitally.

B. CONTRACT CHRONOLOGY

1.	Bids Opened	December 22, 2009
2.	Contract Approved by local agency	February 3, 2010
3.	First chargeable working day	February 24, 2010
4.	Contract Time (Working Days)	100 Working Days
5.	Unworkable Days - weather	5 Working Days
6.	Time Extensions - CCOs	0
7.	Number of working days suspended	0
8.	Extended Date of Completion	July 23, 2010
9.	Date work accepted by Project Inspector	July 21, 2010
10.	Liquidated damage days charged (calendar days)	0
11.	Date accepted by County Procurement Department	September 16, 2010

C. COUNTY PERSONNEL ASSIGNED TO THE PROJECT

Project Inspector: Pete Cruz
Electrical Inspector: Ron Jarvis
Principal Inspector: Charles Tucker
Project Engineer: Roy Cabaltera

D. CONSTRUCTION DETAILS

February 2010:

The Pre-construction meeting was held February 17. The Contractor provided submittals for materials and additional documents for the County to review. The First Charged Day was February 24.

March 2010:

Review of material submittals and contract compliance information such as insurances continued through the month. The Project Engineer reviewed the equipment foundation submittal and requested the Contractor to provide load calculations to support the footing data. On March 16, the Project Engineer received FAA approval to issue the Notice to Proceed. The Contractor provided a schedule of values for Bid Item No. 1 to better quantify the elements of work for progress payments. The first progress site meeting was held on March 24; the Contractor submitted a two week schedule, and a staking request to lay out the equipment pad.

D. CONSTRUCTION DETAILS (continued)

April 2010:

The site was unworkable for the first two weeks of April due to rains and subsequent mud. By mid-April, all contract compliance information, foundation calculations and other submittals were approved. Site work began on April 19; the Contractor cleared and grubbed the area for the equipment pad. The foundations for the tower, ceilometer and visibility equipment were drilled/formed and concrete was placed. New electrical conduit was run from the pad to the existing lighting pull box. A second site progress meeting was held on April 23 to confirm the phone line requirements for the new AWOS. Airport personnel approved the use of Hangar J-6 for the Contractor's exclusive equipment storage. The County granted a request for payment for materials on hand as the kitted equipment for All Weather Inc. was stored on site. The Contractor remedied minor SWPPP/BMP violations for material stockpiles. Federal wage rate posters were posted in Hangar J-6 and were clearly visible.

May 2010:

Excavation for the equipment pad was completed and Class II AB was placed and compacted prior to the placement of concrete. The Project Engineer authorized Work Order No. 1 (\$1,402.59), adding welded wire fabric and a "meander" walkway around the tower carrier for safety. The County's Materials Testing Lab personnel tested the in-place compaction for native and engineered soils and sampled concrete for both foundations and pad. Certified payrolls were checked and found to be in compliance. Once the equipment pad was placed, an issue regarding the routing of the new 5KV power cables surfaced.

June 2010:

After consideration and consultation with Airport Management, the Project Engineer authorized Work Order No. 2 (\$399.14) to energize an air conditioning unit for the terminal building computer room, and Work Order No. 3 (\$3,994.94) to install a 3" conduit run from one electrical lighting pull box to another, then use an empty 2" conduit to enter the electrical room. This was the route used to energize the new AWOS equipment. The County received FCC approval for tower and terminal building frequencies. On June 24 and 25, an All Weather Inc. Technician installed and tested the stored equipment. An FAA Technician conducted tests in conjunction with the All Weather Technician and the Contractor on June 30 and the system was certified.

July 2010:

The Deficiency List was completed, "as built" were received and final certified payrolls were checked. The Final Inspection was held on July 21 and the project was accepted.

E. CONSTRUCTION MATERIALS SOURCES

<u>Item No.</u>	<u>Kind of Material</u>	<u>Supplier & Location</u>
1	PVC Electrical Conduit	Platt Electrical Supply Roseville, CA
2	Rigid Steel Electrical Conduit	Platt Electrical Supply Roseville, CA
3	Electrical Conductors	Anixter Reno, NV
4	Cast Electrical Boxes	Platt Electrical Supply Roseville, CA
5	Grounding Rods	Platt Electrical Supply Roseville, CA
6	Concrete	Star Concrete San Jose, CA
7	AWOS Material	All Weather, Inc. Sacramento, CA

F. CONSTRUCTION PHOTOGRAPHS

Construction photographs were taken and each photograph was identified.

G. CONTRACTOR'S PERFORMANCE

1. General Contractor:

Stuebaker Brown Electrical Contracting
3835 Blue Herron Way
Greenwood, CA 95695

2. Subcontractor(s):

All Weather, Inc.

3. Progress:

The Project was slightly hampered by inclement weather which delayed excavation operations. The Contractor was efficient in their operations.

D. CONSTRUCTION DETAILS (continued)

4. Financial Ability:

The Contractor did not display any financial difficulties during the work.

5. Equipment:

The Contractor had the proper equipment and materials to perform the work.

6. Experience:

The Contractor displayed the necessary expertise to perform the work.

7. Efficiency of Organization Personnel:

Project Manager – Shane Brown
Project Foreman – Shane Brown

Shane Brown was efficient in his operations.

H. QUALITY OF WORK

The quality of work was good and met the project requirements.

I. CONTRACTOR'S CLAIMS

There were no claims filed on this project.

County of Santa Clara

Roads and Airports Department



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

March 16, 2010

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695

Subject: South County Airport Automated Weather Observing System (AWOS IIIP) Project
Contract No. R09-01

Contractor:

This letter will constitute your Notice to Proceed in accordance with the terms of the Contract Documents for the subject project.

In conformance with the terms of the Agreement, you will be allotted one-hundred (100) Working Days for the completion of the work. The First Charged Day on the subject contract was February 24, 2010.

Please contact Charles Tucker at (408) 573-2446, twenty-four hours before beginning work on the site so that inspection may be arranged.

Sincerely,

A handwritten signature in cursive script that reads "Nancy Puterbaugh".

Nancy J. Puterbaugh
Construction Manager

cc: Peter Cruz, Project Inspector
Charles Tucker, Unit Head
Victor Emmanuel, Prog. Pay
Carl Honaker, Director of Airports
Michelle Allen, Construction Ops.

Bernardine Caceres, Project Engineer
Greg Stutz, Principal Inspector
Jeff Izquierdo, TOC
Rene Balance, Finance

Notice to Proceed R09-01

LAST WORK DAY 7/27/10



COUNTY OF SANTA CLARA~ROADS & AIRPORTS
CONSTRUCTION OPERATIONS

NOTICE OF INSPECTION

CONTRACT NUMBER: R09-01 FEDERAL NUMBER: FAA AIP #3-06-0229-07

PROJECT NAME: South County Airport Automated Weather Observing System (AWOS IIIP) Project

CONTRACTOR: Stuebaker and Brown Electrical Contracting

ON Wednesday, 21 July 2010, THE Ninety eighth (98th) (WORKING) DAY OF THIS PROJECT, I MADE AN INSPECTION REQUIRED PER SECTION 7.43 OF THE COUNTY STANDARD SPECIFICATIONS.

THIS INSPECTION IS A: (CHECK ONLY ONE)

- A. FINAL INSPECTION
- A.1 AMOUNT OF RETENTION None
 (NONE, IF APPLICABLE)
- B. RE-INSPECTION
- B.1 NUMBER OF THIS INSPECTION _____
- B.2 AMOUNT OF RETENTION _____
 (NONE, IF TOTAL AMOUNT RELEASED)

I DECLARE THAT THE WORK IS FULLY COMPLETE AND THE PROVISIONS OF THIS CONTRACT HAVE BEEN FULLY PERFORMED IN ALL RESPECTS EXCEPT AS LISTED BELOW:

<u>ITEMS TO BE COMPLETED OR REPLACED</u>	<u>ESTIMATED VALUE</u>
<u>None</u>	
_____	_____
_____	_____
_____	_____

TOTAL RETENTION _____

- 1. PROJECT INSPECTOR [Signature]
- 2. TEO TECHNICIAN [Signature]
- 3. TEO SUPERVISOR [Signature]
- 4. UNIT HEAD [Signature]
- 5. CONSTRUCTION MANAGER [Signature]
- 6. PROJECT CONTROLS Ted C Nguyen
8/12/10

County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 95110-1302



PROJECT CERTIFICATION

October 20, 2010

Contract No. R09-01

Project Name: South County Airport Automated Weather Observing System (AWOS IIIP) Project

FAA AIP No.: 3-06-0229-07

This is to certify that:

Except as noted, the project was constructed in accordance with the plans and specifications.

All of the materials used on the above project were in reasonable close conformity with pertinent specification requirements of the contract as indicated by test or inspection results made in accordance with the State's established policies and procedures. Appropriate reports covering tests or certification as to conformity with specifications of materials used on the project are on file in the project records.

Payrolls and payroll statements required under this project are on file in the project records.

To the best of my knowledge and belief, the final quantities are correct and the information on this report is a true and accurate record of the work performed.

Exceptions to this certificate are documented in the project records.

Pete Cruz
Authorized County Representative

Project Certificate R09-01

Board of Supervisors: Donald F. Gage, George M. Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith

County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 95110-1302



MATERIALS CERTIFICATE

October 20, 2010

County Contract No. R09-01

Project Name: South County Airport Automated Weather Observing System (AWOS IIIP) Project

FAA AIP No.: 3-06-0229-07

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications,

- exceptions to the plans and specifications are explained on the back of this memorandum.
- no exceptions to the plans and specifications were found.



Roy Caballera, Project Engineer

This is to certify that:

The sampling and testing as performed by the Santa Clara County Roads & Airports Laboratory were in conformance with the approved plans and specifications.



Stephan R. Oei, Materials Laboratory Supervisor

Materials Certificate R09-01

Board of Supervisors: Donald F. Gage, George M. Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith

Studebaker Brown Electrical Contracting



PROCESSED WITH SIB
R09-01
FILED
8/1/10

8-1-10

Roads and Airports Department
Construction Operations
101 Skyport Drive
San Jose, CA 95110

Attention: CONSTRUCTION MANAGER

Subject: LETTER OF INDEBTEDNESS

South County Airport Automated Weather Observing System (AWOS IIIP)
Contract Name

R09-01
Contract Number

In accordance with Section 9.10, "Final Payment", of the Santa Clara County Standard Specifications, be advised that material bills, payrolls and all other indebtedness relating to subject Contract have been paid.

Studebaker Brown Electrical Contracting
Company Name


Contractor's Authorized Representative

CINCINNATI COUNTY
Buckeye
TWP
AND
FILED
(log 10/10)

Studebaker Brown Electrical Contracting




WAGES AND RATES CERTIFICATE

8-1-10

The undersigned, Contractor on R09-01, 3-06-0229-07,
County Contract No. Federal Contract No.

hereby certifies that all laborers, mechanics, apprentices, trainees, watchmen and guards employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.



Signature

Partner

Title

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 4 - DBE CERTIFICATION STATUS CHANGE

NOTE: CONTRACTOR MUST COMPLETE AND RETURN THIS FORM TO THE CONSTRUCTION MANAGER FOR ACCEPTANCE PRIOR TO BOARD'S FINAL ACCEPTANCE OF CONTRACT AT: The Department of Roads & Airports, 101 Skyport Dr., San Jose, CA 95110-1502 or FAX: (408)-441-0143.
For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408)-299-5865 or the Project Engineer.

PART 1 - FOR CONTRACTOR TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE):

Project Title: South County HWOS Federal-Aid Project No.: _____
 County Contract No.: 809-01 County: Santa Clara Router: _____ Post Miles: _____
 Administering Agency: County of Santa Clara, Department of Roads & Airports Contract Completion Date: _____ Contract Amount: \$ 120,296.67
 Prime Contractor: Studebaker Brown Electrical Contractors City: Greenwood State & Zip Code: CA 95035 Phone No.: _____
 Business Address: 3835 Blue Heron Way

Prime Contractor: List all DBEs with changes in certification status (certified or decertified) while being employed by the prime contractor, whether or not firms were originally listed for good credit. Attach DBE certification or decertification letter in accordance with Section 106-1.64 DBE Certification Status of these Special Provisions.

BID ITEM NO.	COMPANY NAME	BUSINESS ADDRESS	BUSINESS PHONE	DBE CERTIFICATION NO.	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE (LETTER ATTACHED)
	NONE					

Comments: _____

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.
 Contractor's Representative: Shane Brown Partner Shane Brown Signature
 Name Title Business Phone No: 530 723 8340 Date: 10-12-10

PART 2 - FOR COUNTY TO COMPLETE: TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT.
 County DBE Liaison Officer: Carl Coates DBE Liaison Carl Coates Signature
 Name Title Business Phone No: 408-299-5199 Date: 10/14/10

Distribution (County use only): A. Original - Submit with Report of Expenditures to Caltrans District Local Assistance Engineer; B. Copy - Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-437-3624; C. Copy - Prime Contractor; D. Copy - Retain in Project files.
 S/P/2000; Rev. 09/14/2009
 Formal/Fed

R09-01

Construction Contract Payment Authorization

Santa Clara County Roads and Airports Department

PAYMENT No. FINAL. RELEASE RETENTION ON 10/26/10

PAGE 1 OF 3
ACCOUNTING PERIOD END DATE 17-Oct-10
PROCESS DATE 5-Oct-10
PAY BY 26-Oct-10

PROJECT South County Airport Automated Weather Observing System (AWOS IIP) Project
CONTRACTOR Studebaker Brown Electrical Contracting
ADDRESS 3835 Blue Heron Way, Greenwood, CA. 95635

CONTRACT NO.: R09-01
WBS: 608- C7120 -CN-01
SUPERVISORIAL DIST.: 1

ORIGINAL BID AMOUNT \$135,000.00 FIRST CHARGED DAY 24-Feb-10

CHANGE ORDER	NUMBER	DATE	CONTRACT DAYS(+/-)	AMOUNT
CHANGE ORDER	1	8/16/10	0	\$1,296.67

CURRENT AUTHORIZED AMOUNT \$136,296.67

	PROJECT ACCOUNTING
Total worth of work to date	\$136,296.67
Previous total worth of work	\$136,296.67
Total worth of work this period	\$0.00
Total retention to date	
Previous retention	\$6,814.83
Retention this period	(\$6,814.83)
Total worth of work to date less total retention to date	\$136,296.67
Less total previous payments to Contractor	\$129,481.84
Recommended payment this period	\$6,814.83
Less Special Retention	\$0.00
Liquidated Damages	\$0.00
PAYMENT DUE CONTRACTOR THIS PERIOD	\$6,814.83

ORIGINAL TIME 100 WORK DAYS
TOTAL TIME CHARGED (DAYS) 90
TOTAL TIME ALLOWED (DAYS) 100
% COMPLETE 100%
% TIME ELAPSED 90%

This Must Be Paid by 26-Oct-10

Approved: *Craig Manoylter*
Construction Manager
Construction Operations Unit

PROCESSED
DATE _____
BY _____

County of Santa Clara

Roads and Airports Department

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



June 1, 2010

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695

Project: South County Airport Automated Weather Observing System (AWOS IIIP) Project
S.C.C. Contract No. R09-01
Work Order No. 1
FAA AIP No. 3-06-0229-07
Project Inspector: Pete Cruz

Description: Extra Work at an Agreed Lump Sum

Widen the sidewalk around the steel tower "cradle"; install white and red reflective tape on the steel tower and install welded wire fabric reinforcement in all concrete pads and walkways.

Method of Payment:


Payment is to be made as Extra Work at an Agreed Lump Sum, in accordance with the County Standard Specifications, Section 4.07, "Extra Work", and charged to Bid Item No. 2 "Supplemental Work".

Cost:

The total cost of this Work, including all supervision and markups, is \$ 1,402.59.


Contract Time:

No change in time.


Project Engineer

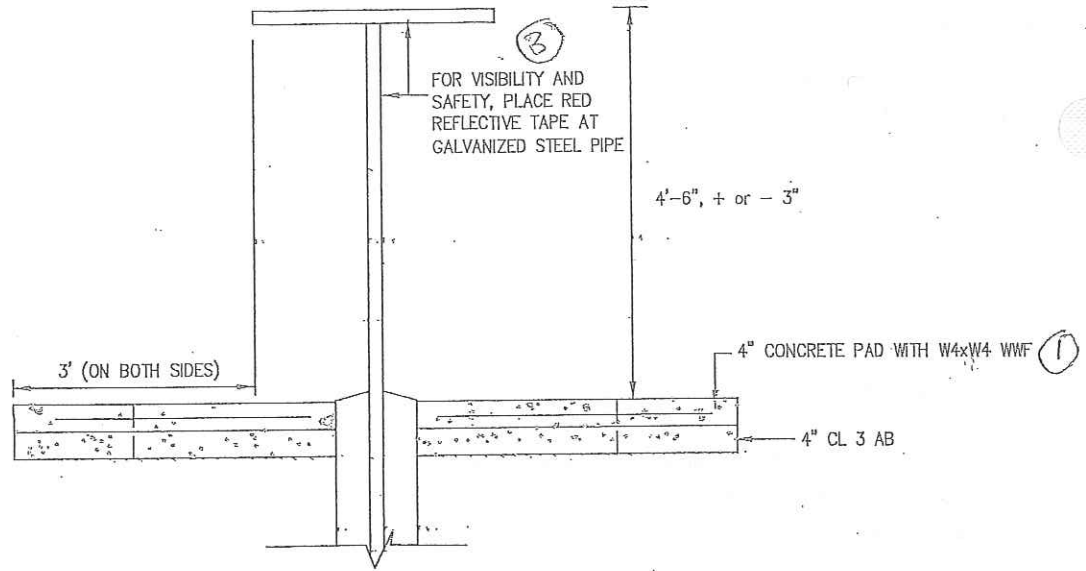

Construction Manager

We agree to do the aforementioned work in accordance with the Contract Documents.

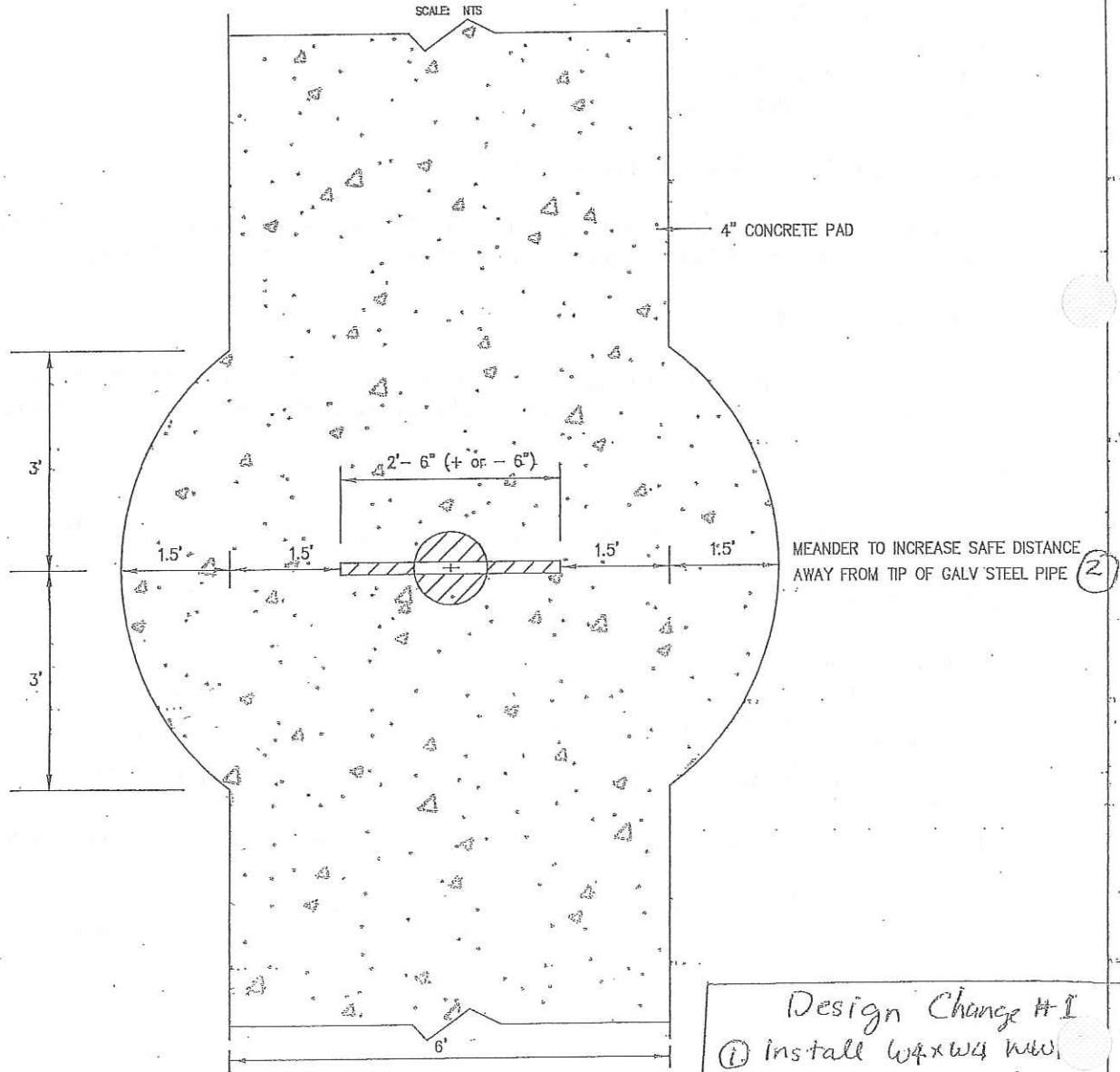
Contractor  By Studebaker Brown Date 7-3-10

Attachment

cc: PC, CMT, BC, MLA, SVE



CONCRETE PAD WITH AWOS CRADLE



PLAN
SCALE: NTS

Design Change #1
 ① Install W4xW4 WWF
 ② Meander 6' @ cradle
 ③ - Provide reflective tape

Brenda Casar
 May 3, 2010

MLA

County of Santa Clara

Roads and Airports Department



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

June 1, 2010

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695

Project: South County Airport Automated Weather Observing System (AWOS IIIP) Project
S.C.C. Contract No. R09-01
Work Order No. 2
FAA AIP No. 3-06-0229-07
Project Inspector: Pete Cruz

Description: Extra Work at an Agreed Lump Sum

Provide electrical conduit, conductors, connectors, boxes, circuit breakers and fused disconnect to energize air conditioning unit located at the Terminal Building.

Method of Payment:

Payment is to be made as Extra Work at an Agreed Lump Sum, in accordance with the County Standard Specifications, Section 4.07, "Extra Work", and charged to Bid Item No. 2 "Supplemental Work".

Cost:

The total cost of this Work, including all supervision and markups, is \$ 399.14.

Contract Time:

No change in time.



Project Engineer



Construction Manager

We agree to do the aforementioned work in accordance with the Contract Documents.

Contractor Studebaker Brown Elec. By  Date 7-3-10

cc: PC, CMT, BC, MLA, SVE

County of Santa Clara

Roads and Airports Department



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

July 15, 2010

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695

Project: South County Airport Automated Weather Observing System (AWOS IIIP) Project
S.C.C. Contract No. R09-01
Work Order No. 3
FAA AIP No. 3-06-0229-07
Project Inspector: Pete Cruz

Description: Extra Work at an Agreed Lump Sum

Furnish and install approximately 325' of 3" electrical conduit in a trench with sand backfill for the AWOS system 5 KV conductors.

Method of Payment:


Payment is to be made as Extra Work at an Agreed Lump Sum, in accordance with the County Standard Specifications, Section 4.07, "Extra Work", and charged to Bid Item No. 2 "Supplemental Work".

Cost:

The total cost of this Work, including all supervision and markups, is \$ 3,994.94.

Contract Time:

No change in time.



Project Engineer



Construction Manager

We agree to do the aforementioned work in accordance with the Contract Documents.

Contractor: Studebaker Brown Elect By  Date 7-21-10

cc: PC, CMT, BC, MLA, SVE

electronic cc: HCP, OVE, CURAN, FISCA

County of Santa Clara

Roads and Airports Department

101 Skyport Drive
San Jose, California 95110



FOR: _____
FOR: _____
CMT _____
R09-01 File copy

MEMORANDUM

DATE: August 25, 2010
TO: Jenti Vandertuig, Director of Procurement
FROM: Nancy Puterbaugh
Roads and Airports Department, Construction Operations
SUBJECT: Minor Contract No. R09-01, South County Airport Automated Weather Observing System (AWOS IIIP) Project; AIP No. 3-06-0229-07

Attached for your signature is the Final Change Order for the subject minor contract. The change order is for an increase in funds for the amount of \$1,296,67.

In order to avoid potential conflict with the existing conduits and conductors while pulling in new conductors for the AWOS system, the Project Engineer opted to install a new conduit dedicated to the AWOS power cables.

The funds are available in Roads' budget account 608-4100-002-0061, South County Airport Project.

If you have any questions or need any additional information, please feel free to call me at 573-2427.



MINOR CHANGE ORDER

COUNTY OF SANTA CLARA, CALIFORNIA
ROADS & AIRPORTS DEPARTMENT

Sheet 1 of 1

SD No. 1

Date of Contract: February 3, 2010

Change Order No.: 1-FINAL

Original Bid: \$ 135,000.00

Contract No.: R09-01

Amount as of last C/O: \$ 135,000.00

Original Allowed Time: 100 Working Days

Project Inspector: Pete Cruz

Time as of last C/O: 100 Working Days

Project Engineer: Roy Cabaltera

Project South County Airport Automated Weather Observing System (AWOS IIIP) Project; AIP No. 3-06-0229-07

3835 Blue Heron Way

Contractor Studebaker Brown Electrical Contracting Address Greenwood, CA 95695 (530) 723-8340

The following change in construction is proposed: (Attach additional sheets if necessary)

INCREASE IN CONTRACT ITEMS OF WORK:

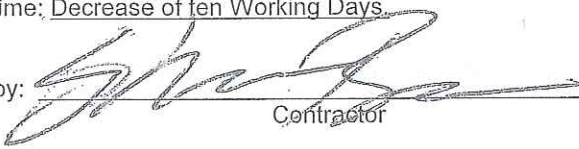
Item # 2	Supplemental Work	1,296.67	EA	@	\$ 1.00	=	\$ 1,296.67
TOTAL INCREASE							\$ 1,296.67

Net (Increase) due to this Change Order - - - - - \$ 1,296.67

The contractor hereby agrees to furnish or delete, as the case may be, any and all labor, material and equipment required for the performance of this change order in strict accordance with the terms and conditions of the contract documents. The contractor further agrees that the amount specified herein for this change order shall constitute full and complete compensation for all labor, material and equipment furnished, used or deleted, as the case may be, in the performance of this change order. The contractor further agrees that the amount specified herein for this change order shall be full and complete compensation for any and all claims of any nature whatsoever, including, but without limitation, any actual or alleged claims for compensation by contractor or any subcontractor of contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing this change order.

Contract Time: Decrease of ten Working Days.

Accepted by:



Contractor

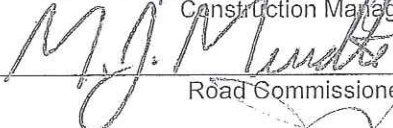
Date:

8-16-10

APPROVAL RECOMMENDED

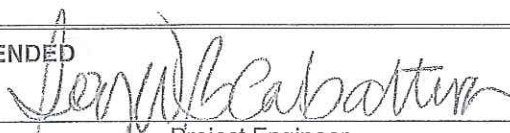


Construction Manager

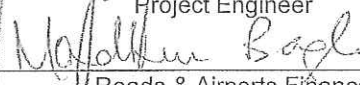


Road Commissioner

Director of Procurement



Project Engineer



Roads & Airports Finance

9/16/10
Date

Change Order R09-01 - 1Final

MINOR-CHANGEORDER-FINAL

RECORDING REQUESTED BY

Jenti Vandertuig
Director of Procurement

CONFORMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

WHEN RECORDED MAIL TO:

Doc#: 20878491
9/21/2010 12:01 PM

Procurement Department
2310 N. First Street, Suite 201
San Jose, California 95131-1011

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK
DOCUMENT TITLE

South County Airport Automated Weather Observing System (AWOS IIIP)

AIP No. 3-06-0229-07

Minor Contract No. R09-01

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

NOTICE OF COMPLETION OF JOB ORDER AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Purchasing Agent of the County of Santa Clara, on behalf of the Board of Supervisors of the County of Santa Clara, State of California, pursuant to State law, that the work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as owner herein, and

Studebaker Brown Electrical Contracting
3835 Blue Heron Way
Greenwood, CA 95695 (530) 723-8340

as Contractor therein, bearing the date February 3, 2010

for construction of South County Airport Automated Weather Observing System (AWOS IIIP) Project; AIP No. 3-06-0229-07

Contract No. R09-01 and appurtenant facilities upon lands of said County known as

South County Airport

situated in the County of Santa Clara, State of California, was completed by the Contractor, and the work was accepted by the said Purchasing Agent on behalf of said County on 9/16/10

Upon said contract, American Safety Casualty Insurance Company Bond No. 20-SUR-205096

was surety on the bond given by said Studebaker Brown Electrical Contracting

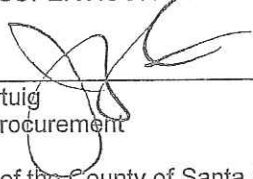
the said Contractor, as required by law.

That the nature of the ownership interest of said County in the real property upon which said work and contract was performed is that of Fee Simple Absolute

That the mailing address of said County is 70 West Hedding Street, 10th Floor, East Wing, San Jose, California, 95110.


IN WITNESS WHEREOF, pursuant to the order of the Purchasing Agent of the County of Santa Clara on behalf of the Board of Supervisors of the County of Santa Clara, made and given on February 3, 2010, authorizing and directing the extension of its name, authenticated by the signature of the Purchasing Agent of the County of Santa Clara on 9/16/10.

BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA

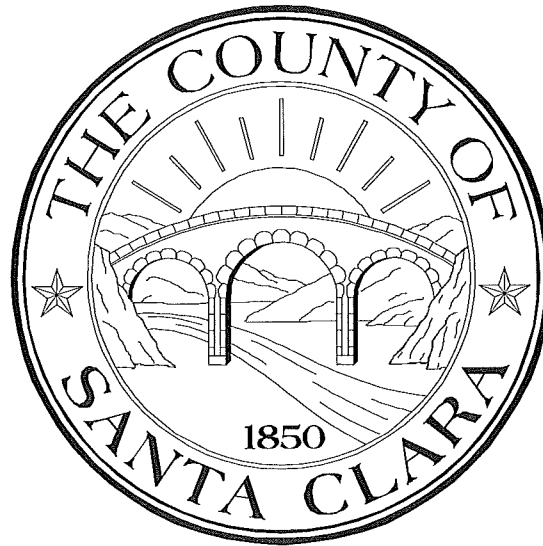

Jenti Vandertuig
Director of Procurement

I hereby declare that I am the Purchasing Agent of the County of Santa Clara and that I make this oath on its behalf; that the County of Santa Clara is the owner of the real property interest described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and the facts therein stated are true of my own knowledge.

I certify under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, and was executed in San Jose, California, on 9/16/10.


Jenti Vandertuig
Director of Procurement

County of Santa Clara



Airport Rules and Regulations

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Abbreviations and Definition

Accident. *See Aircraft Accident*

Aeronautical Activity. Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations, e.g. air taxi and charter operations, scheduled or nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale or aircraft parts, parachute activities, ultralight activities.

Aircraft (also Airplane, Balloon, Ultralight, Helicopter). Any device or contrivance now known or hereafter invented, that is used or intended to be used for flight in the air.

Aircraft Accident. Any occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such person have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Emergency. A problem or condition involving an aircraft in flight or on the ground that could endanger lives or property.

Aircraft Incident. *See Incident.*

Aircraft Maintenance. The repair, adjustment or inspection of an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Minor repairs are characterized as normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories. Major repairs are characterized as major alterations to the airframe, power plant, propeller and accessories as defined in Part 43 of the FARs.

Aircraft Operation. An aircraft takeoff, landing, touch and go, stop and go, low approach and/or missed approach.

Aircraft Ramp. *See Apron*

Aircraft Support and Service Vehicles. Those motor vehicles routinely used on the AOA for service, maintenance and aircraft support such as maintenance trucks, fuel trucks, and aircraft towing vehicles. Privately owned vehicles operated by persons with based aircraft are excluded.

Airplane. *See Aircraft*

Air Operations Area (AOA). That area of the airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes the active runways, taxiways, taxilanes, apron, ramp and turf areas. Part of the AOA is in the restricted area.

Airport. All the areas comprising any one of the three County facilities designed and used for general aviation purposes.

Airport Authority. The County of Santa Clara Roads & Airports Department, Airports Division, authorized under the laws of the State of California.

Airports Director. The Director of County Airports or his/her designee. The term "Airport Director" as herein used, shall include airport personnel duly designated to represent the Airport Director and to act on behalf of the Airport Director for the enforcement of these regulations to ensure the efficient, proper

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and safe operation of the airport, but only to the extent authorized by law or properly delegated by the Airport Authority and/or Airport Director.

Airport Rules and Regulations (AR&R). A document adopted and formally approved by the County Board of Supervisors within which are detailed provisions for the safe, orderly and efficient operation of the County airports.

Apron. An area of the airport designated for aircraft surface maneuvering, parking, fueling, servicing and enplaning/deplaning passengers.

Air Traffic Control (ATC). A service provided by the FAA to promote the safe, orderly and expeditious flow of air traffic.

Air Traffic Control Tower (ATCT). The facility from which the FAA provides air traffic control services.

Aviation-related activity. Any activity conducted on airport property that provides service and support to airport users. The following are examples of what are considered aviation-related activities as opposed to aeronautical activities; they include but are not limited to ground transportation, restaurants, auto parking lots, concessions, etc.

AVGAS. Any approved aviation grade of fuel for reciprocating engine-powered aircraft authorized by the FAA.

AVJET. Any approved kerosene grade of fuel for turbine engine-powered aircraft authorized by the FAA.

Balloon. *See Aircraft*

Based Aircraft. Any aircraft whose "home base" or "permanent residency" is identified with a specific airport.

Commercial Operator Permit. The legal agreement between the Airport Authority and a commercial aviation business provider that may or may not be a tenant of the Airport Authority that authorizes the commercial aviation business to conduct business on the airport and identifies the parameters, conditions, rates and charges due to the County Airport for that right.

DMV. State of California Department of Motor Vehicles.

Emergency Vehicles. Vehicles that are painted, marked, lighted or escorted and used by the law enforcement (police or sheriff) or security officers, fire department, ambulance or other airport officials to carry out their daily duties or used in response to an emergency situation.

Engine Run-up. The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-ups are usually conducted at relatively high power settings in order to determine the performance of an aircraft engine.

Engine Run-up Areas. Areas designated by the Airport Director that allow high power settings of an aircraft engine. These areas are indicated on the attached map.

FAA. Federal Aviation Administration.

FAR. Federal Aviation Regulations.

Fixed Base Operator (FBO). A commercial aviation business entity which maintains facilities on the airport for the purpose of engaging in the retail sale of, or providing one or more of the following:

aviation fuel(s), oil or lubricants; the sale or storage of aircraft; rental of aircraft; flight instruction and training; aircraft charter; aircraft, airframe and power plant (engine) repair; avionics sale and service, and/or aircraft line services. Fundamentally, an FBO is also defined as an airport-based aircraft service organization which operates under a lease or use agreement with an airport sponsor or operator for the specific purpose of providing aircraft retail fuel services and at least two of the four primary service areas, i.e., (1) location based services, (2) technical services, (3) flight operations, and (4) aircraft sales. Typically, a full service FBO would offer aircraft retail fuel service, transient aircraft services, and two or more types aviation services.

Fuel Flowage Fee. A fee paid to the County for each gallon of fuel distributed on the airport.

Fueler or Fueler Endorsement. Shall mean a motor vehicle driver that has taken and successfully completed the necessary training to transport, dispense or otherwise handle aviation fuel products in accordance within all applicable federal, state and local rules and regulations, including the rules and regulations of the County Airport, and as may be required by Airport Permit.

Fuel Handling. The storage, transportation, delivery, dispensing, fueling, de-fueling and draining of aviation or motor vehicle fuel or waste aviation or motor vehicle fuel products.

Fuel Storage Area. Those locations on the airport designated in writing by the Airport Director as areas in which aviation or motor vehicle fuels or any other type of fuel may be stored and used for the delivery of bulk fuels by a wholesaler or reseller of fuels.

Fueling Agent. A business licensed and authorized to dispense fuel into aircraft storage facility or to accept delivery of fuel from a major oil company, fuel wholesaler or reseller at the fuel tank storage facility farm approved by the Airport Authority. At the fuel storage facility, the fueling agent will further dispense fuel from the fuel storage tanks into a mobile fuel servicing vehicles usually associated with an airport FBO's facility licensed by the Airport.

Hangar. A fully enclosed storage space for one or more aircraft.

Hazardous Material. Any substance or material which has been determined to be capable of posing risk of injury to health, safety and property, including petroleum and petroleum products, and including all of those materials and substances designated as hazardous or toxic, presently or in the future, by the U.S. Environmental Protection Agency, the California Water Quality Control Board, the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Health Services, the California Health and Welfare Agency in connection with the Safe Water and Toxic Enforcement Act of 1986, the U.S. Department of Transportation, the U.S. Department of Agriculture, the U.S. Consumer Product Safety Commission, the U.S. Department of Health, Education and Welfare, the U.S. Food and Drug Administration, and any other governmental agency authorized to regulate materials and substances in the environment.

Without limiting the foregoing, the term "Hazardous Materials" shall include all of those materials and substances defined as "Toxic Materials" in Section 66680 through Section 66685 of Title 22 of the California Code of Regulation, Division 4, Chapter 30, as the same may be amended from time to time.

Incident. Any occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

License. An agreement granting occupation or use of property during a certain period in exchange for a specified rent.

MOGAS. Any approved substitute grade of fuel for an aircraft with a reciprocating engine and having appropriate supplemental type certificate (STC) authorized by the FAA.

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Movement Area. Those areas of the airport under the control of the air traffic control tower including runways, taxiways, and helipads designated and made available for the landing, take-off, and taxiing of aircraft and which require a clearance from the air traffic control tower prior to entering those areas.

MPH. Miles per hour.

Non-movement Area. Those areas of the airport where aircraft taxi, or are towed or pushed without radio contact with the air traffic control tower or with other aircraft.

NOTAM. Notice to Airmen as issued by a representative of the Director, FAA, the Air Traffic Control Tower or other authorized official.

NTSB. National Transportation Safety Board.

Park or Parking. The standing of an aircraft or vehicle whether occupied or not.

Permit. A written authorization issued by the Airport Authority to engage in certain specific activities or the temporary use of certain areas or facilities at the airport.

Person. Shall mean an individual, firm, general or limited partnership, corporation, company, trust, limited liability corporation trust, association, or any trustee, receiver, assignee or similar representative thereof leasing, subleasing, making application for, or using any land or facility at the airport.

POV. Privately owned vehicle.

Ramp. *See Apron*

Restricted Area. Those portions of the airports closed to access by the general public.

Security Person. Any security service person under contract to the Airport Authority.

Self-Fueling. Fueling of an aircraft on airport property, performed by the aircraft owner or operator in accordance with the airport's reasonable standards or requirements and using fuel obtained by the aircraft owner from the source of his/her preference.

Self-Service Fueling. Fueling of an aircraft by the pilot using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the owner/operator of such a facility. The use of this type of facility is not considered to be Self-Fueling.

Shelter. A structure intended to provide shade for a parked aircraft but which is not a fully enclosed storage space.

Substantial damage. Damage or failure which adversely affects the structural strength, performance, or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairings or cowling, dented skin, small punctured holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered "substantial damage" for the purpose of this part.

Taxilane. An area of the airport developed and improved for the purpose of maneuvering aircraft and used for access between taxiways, ramps, aprons, and aircraft parking positions.

Taxiway. An area of the airport developed and improved for the purpose of maneuvering aircraft on the ground between runways and aprons.

Terminal. The primary facility or facilities at an airport through which pilots and passengers transition.

Transient Aircraft. Any aircraft not permanently based at the airport.

Tie-Down. An open-air aircraft storage space.

Vehicle. All motorized and non-motorized conveyances, except aircraft.

General

2.1 Jurisdiction

These Rules and Regulations apply to all users and tenants of Palo Alto Airport, Reid-Hillview Airport and South County Airport, and all improvements thereon. Any entry upon or use of any County airport or any part thereof whether with expressed permission or without is conditioned upon compliance with these Rules and Regulations; entry upon a County airport by any person shall be deemed to constitute an agreement by such person to comply with said Rules and Regulations.

2.2 Management of Public

The Airport Director has the authority to take such reasonable action as may be necessary in the control and management of the airport, and in expeditiously dealing with the members of the public in that regard.

2.3 Severability

Should any paragraph or provision of these Rules and Regulations be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other rule or regulation hereunder.

2.4 Commercial Use Authorization Required

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 lease, sublease, permit, license or temporary permission of the Airport Director. This section shall not apply to: 1) free lance flight instructors; or 2) mechanics providing services to aircraft storage space licensees at the licensee's assigned storage space; or 3) itinerant commercial aircraft operations.

2.5 Variance

Relief from the literal requirements of these rules and regulations may be granted by the Airport Director when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain the safety of flight operations, fulfill the intent of the rules and regulations and protect the public interest.

2.6 Waiver of Liability

Airport lessees, tenants, and permittees, authorized to use the airport and its facilities, or to fly to, or from the same shall be at all times conditioned upon the assumption of full responsibility thereof. It shall be a further condition thereof that each person, as consideration of the use of the airport and its facilities, shall at all times release, hold harmless and indemnify the County, the Airport Director, Board and employees from and against any and all liability, responsibility, loss or damage, resulting to any such person or caused by or on his/her behalf, and incident to the manner in which airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the airport by any person for any purpose, or the paying of fees thereof or the taking off or landing aircraft therein shall be itself an acknowledgment that such person accepts such privileges on the conditions set forth.

Notwithstanding the foregoing, those airport users shall not be required to indemnify the County for damage occasioned by the sole negligence or willful misconduct of the County or its employees or representatives.

2.7 Fees

Airport fees, rates and charges shall be established and may be modified from time to time by the Board of Supervisors.

2.8 Advertisements

No person or entity shall post, distribute, or display signs, advertisements, circulars, handbills or printed or written matter at the public areas of the County airports except as approved by the Airports Director.

2.9 Conduct

- a. No person shall commit any disorderly, obscene, indecent, or unlawful act, or commit any nuisance on the airport.
- b. No person shall possess an open container containing any alcoholic beverage nor consume any alcoholic beverage on any portion of the airport accessible to the general public, except by permit issued by the Director, County Airports.
- c. No person shall engage in gambling or gaming activity, or aid in or abet the conduct of gambling in any form, on the airport.

2.10 Smoking

- a. No person shall smoke inside an aircraft hangar, within 50 feet of any aircraft, fuel facility, or fuel truck, nor on an aircraft parking ramp.
- b. No person shall smoke in any public building or at or the entrances to any public buildings, or at any other location through which public movement may be anticipated, or at any other place on the airport where the Airport Authority specifically prohibits smoking.

2.11 Preservation of Property

- a. No person shall destroy, injure, damage, deface, disturb or tamper with any building, vehicle, sign, equipment, landscaping, fixture or any other structure or property on the airport.
- b. No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools, without permission of the owner/operator.
- c. No person shall abandon any personal property on the airport.
- d. Any person finding lost articles in the airport public areas shall deposit them with the Airport Administration or Operations office.
- e. Any property destroyed, injured, damaged or destroyed by the negligence or willful conduct of any person shall be paid for in full by the person(s) responsible for such destruction, injury or damage.

2.12 Animals (including pets)

- a. Excluding Americans with Disabilities Act (ADA) and law enforcement requirements, no person shall enter any public airport building with any animal.
- b. No animals (excluding ADA requirements) are allowed within the AOA unless being transferred or shipped or under the control of their owner by leash, harness, restraining straps, or cage. Leashes, harnesses, and straps shall not exceed twelve (12) feet.
- c. Owners are responsible for the immediate removal and disposal of all waste products.

Aeronautical Operations

3.1 General

- a. No person shall operate or maintain any aircraft at any airport except in strict conformity with all ordinances, rules and regulations of the county and the regulations of the Federal Aviation Administration.
- b. All aircraft shall be operated in accordance with air traffic patterns established by the County and the Federal Aviation Administration.
- c. Unusual performance tests of aircraft may be conducted only upon prior permission of the airport manager and only upon such conditions as the Director of County Airports shall impose.

3.2 Public Use

The runways, taxiways, aprons and ramps are open to aircraft in accordance with rules and regulations governing the operation of aircraft and the conduct of pilots as promulgated by the appropriate agencies of the United States Government, the State of California, and the Airport Authority.

3.3 Licenses and Registrations

Only aircraft and persons properly licensed or otherwise authorized by the FAA or U.S. law shall operate on or at the County airports.

3.4 Airport Closure

The Airports Director shall have the authority to close a County airport or any portion of a County airport as appropriate whenever the airport or any portion thereof is unsafe for aeronautical activity.

3.5 Accidents & Disabled Aircraft

- a. Any person involved in an accident or incident on a County airport shall submit a report to the Airports Director using the forms contained in Exhibit 1, Accident/Incident Report. Accidents and incidents shall be reported immediately or as soon as practicable to the Airports Director.
- b. No person shall disturb, move, or remove any aircraft parts or other equipment found on the airport as a result of an aircraft accident until release of the aircraft or parts thereof by the NTSB or FAA and the Airports Director.
- c. The pilot, aircraft owner, lessee, operator, or other person having control of any abandoned or disabled aircraft on the airport shall be responsible for the prompt removal of the disabled aircraft or parts thereof as directed by the Airports Director unless required to delay such action under paragraph 3.5b. The Airport Director has the authority to direct removal or relocation of a disabled aircraft from any location on the airport except authorized aircraft storage spaces.

3.6 Engine Starting/Run-up

- a. A competent person shall attend the engine and aircraft controls during engine start and runup.

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- b. Aircraft brakes shall be applied, or the aircraft shall be appropriately secured, before and during engine start and runup.
- c. Minimum power shall be used when operating an aircraft in the vicinity of people, buildings, and other aircraft.
- d. Operational checks requiring high power settings shall be performed only in designated areas.

3.7 Landings and Takeoffs

- a. All aircraft shall land and takeoff only on designated runways unless specifically authorized by the Airport Director.
- b. All takeoffs will commence at the extreme end of the runway or area authorized for use.

3.8 Taxiing Operations

- a. Fixed-wing aircraft taxiing operations are restricted to the designated paved runways, taxiways, aprons and ramps.
- b. Aircraft shall not be taxied into or out of any hangar.
- c. All aircraft are recommended to operate with navigation lights and landing lights on during low visibility conditions.
- d. No aircraft shall be taxied or engines operated at the airport where the propeller blast or exhaust will cause injury to persons or damage property. If it is impossible to taxi in compliance with the above, then the engine must be shut off and the aircraft towed to its desired destination.

3.9 Noise Abatement

- a. Pilots are recommended to use the Aircraft Owners and Pilots Association (AOPA) "Fly-Quiet Procedures," National Business Aircraft Association (NBAA), or aircraft owner manual Noise Abatement Procedures consistent with safe flight operational procedures.
- b. All pilots are strongly encouraged to comply with Airport Noise Abatement Procedures/Policies that may be adopted for the Santa Clara County airports.

3.10 Aircraft Parking

- a. Aircraft parking shall be restricted to approved aircraft parking areas designated by the Airports Director.
- b. No aircraft shall be left unattended within airport taxilanes, marked service roads, fire lanes, or in a manner as to interfere with the movement of aircraft or emergency vehicles or hinder access to any building or structure.

3.11 Washing and Maintenance of Aircraft

- a. Aircraft shall be washed in approved washrack areas only, unless otherwise approved by the Airport Authority.
- b. An aircraft stored at a County airport under a License Agreement with the Airport Authority may be maintained in its assigned storage location provided that all

maintenance activities conform to the requirements of Chapter 5 and all applicable laws and regulations. Maintenance activity performed at open-air storage spaces (i.e. tie-down and shelters) must not interfere with adjacent aircraft and the area must be kept neat and orderly at all times.

3.12 Ultralight Operations

No person shall operate an ultralight aircraft at a County airport except as approved by the Airports Director, and in compliance with requirements specified in Appendix II of these Airport Rules and Regulations.

3.13 Motorless Aircraft Operations

No person shall operate a motorless aircraft at a County airport except as approved by the Airports Director, and in compliance with requirements specified in Appendix II of these Airport Rules and Regulations.

3.14 Parachute Operations

No person shall engage in parachute operations at a County airport except as required in an emergency or as approved by the Airports Director, and in compliance with requirements specified in Appendix II of these Airport Rules and Regulations.

3.15 Helicopter Operations

The Airport Director has the authority and responsibility to designate specific runways, taxiways, or other suitable paved, unpaved or prepared surfaces for helicopter operational activity.

No person shall perform practice autorotations to the airport's paved surfaces in a helicopter with skids.

3.16 Kites, Balloons, Model Aircraft and Rockets

No person shall operate or release any kite, balloon, model aircraft, rocket, or any other device into the air anywhere on or over a County airport except as approved by the Airports Director, and in compliance with requirements specified in Appendix II of these Airport Rules and Regulations.

Ground Vehicle Operations

4.1 Operator Requirements

- a. No person shall operate motorized equipment or a vehicle of any kind on the airport unless in possession of a valid operators license, where required.
- b. The Airports Director has authority to prohibit a person from operating a vehicle on the airport if in his/her opinion such an operation would be hazardous to persons or property.

4.2 Vehicle Requirements

- a. No person shall operate a vehicle on a County airport unless the vehicle is in sound mechanical order, has adequate lights, horn, brakes, and clear vision from the driver's position.
- b. All motor vehicles operated on the County airports must have liability insurance as required by DMV or the Airport Authority.
- c. Aircraft and airport support vehicles operated by FBO's and airport aviation businesses are encouraged to display their company name or logo on each side of the vehicle along with an appropriately sized flashing or steady-burning yellow beacon.

4.3 Vehicle Operations

- a. Motor vehicles shall be operated only in those areas of the airport as may be authorized by the Airport Authority (shown in Appendix 1) and under the rules established therefor.
- b. Except as authorized by the Airport Authority, vehicle traffic on the aircraft ramp shall use the designated service roadway to the extent possible.
- c. Unless otherwise authorized by the Airport Authority, no person may operate a motor vehicle above 15 MPH on any aircraft apron, ramp or taxiway.
- d. No person may operate a vehicle on airport runway or taxiway areas unless prior permission has been obtained from the Airport Authority. If the vehicle is not with an authorized escort, they must receive clearance from and maintain two-way communication with the ATCT (when tower is operational.)
- e. No vehicle shall enter the airport movement area unless equipped with an appropriately sized flashing or steady- burning yellow or amber beacon mounted on the uppermost part of the vehicle such that it is conspicuous from any direction including from the air. An orange and white checkered flag may be used in lieu of the flashing beacon for daytime activities. The flag shall be mounted so that it is conspicuous from any direction.
- f. Each person operating a motor vehicle on the airport shall operate it so as to have it under control at all times, weather and traffic conditions considered.

4.4 Right-of-way

- a. Pedestrians and aircraft (including aircraft under tow) shall at all times have the right-of-way over vehicular traffic.
- b. All vehicles shall pass to the rear of taxiing aircraft.
- c. Any person operating a vehicle on any portion of the airport shall immediately yield the right-of-way to a police, fire, ambulance or other emergency vehicle giving an audible or visual signal that it is on an emergency call by stopping his/her vehicle parallel as close as possible to the right hand edge of the road, staying clear of all intersections and remaining until the emergency vehicle has stopped or passes, unless otherwise directed by an airport representative.

4.5 Vehicle Parking

- a. Vehicles shall be parked in designated, paved parking spaces only and in such a manner as to comply with all posted and/or painted lines, signs, and rules.
- b. Airport tenants are authorized to park two vehicles directly on their assigned aircraft parking location while utilizing their aircraft.
- c. The Airport Authority may reserve public parking lots and other areas not under lease or permit for special event use and indicate any parking restrictions by appropriate markings and/or signs.
- d. Aircraft-refueling vehicle shall park in only those areas designated by the Airport Authority. Fueling vehicles shall not block taxilanes.
- e. FBO ramp vehicles and support equipment shall be parked within the FBO leasehold area only.
- f. No person may park or stand a motor vehicle within 10 feet of a fire hydrant.

4.6 Vehicle Repairs

No person shall wash or repair any motor vehicle on the airport except those minor repairs necessary to remove such motor vehicle from the airport, unless authorized by the Airport Authority.

4.7 Vehicle Removal

The Airport Authority may tow away or otherwise move any motor vehicle on the airport that is in violation of the regulations of the airport if the Airport Authority determines that it is a nuisance or hazard. The Airports Director may charge a reasonable amount for moving and storage of the vehicle.

Safety, Security, and Environmental Protection

5.1 Fire Hazards

- a. All operations on the airport shall be conducted in accordance with National Fire Protection Association standards and applicable state and local fire codes.
- b. The following specific activities which potentially create fire hazards are prohibited:
 - (1) Storing or stocking materials or equipment in such a manner as to restrict ingress to or egress from a building, restrict access to a fire extinguisher, or constitute a fire hazard.
 - (2) No person shall operate/use a propane or charcoal type barbecue inside an aircraft hangar, within 50 feet of any aircraft, fuel facility, or fuel truck.
 - (3) Keeping or storing flammable liquids, gases, fuels, signal flares, or other similar materials in the hangars or in any building on the airport except that such materials may be kept in an aircraft in the proper receptacles installed in the aircraft for such purpose; or as may be kept in rooms, containers or receptacles specifically designed for storage of such materials.
 - (4) Excluding airport operations personnel repair of airport facilities, operating a flame or spark-producing device on any part of the airport except in approved areas within FBO-leased premises is prohibited, unless authorized by the Airport Authority. No open flame/fire shall be authorized within any County aircraft hangar, any on-airport fuel storage area, or upon any components of the fuel distribution system, unless the work is required for the repair of such areas or hangars. Where such repair is required, permission shall first be obtained from the Airport Authority and shall be subject to conditions that may be imposed by the Airport Authority.

5.2 Fire Equipment

No person shall tamper with any fire extinguisher equipment or airport fire protection systems or use the same for any purpose other than fire fighting or fire prevention.

5.3 Aircraft Fueling Operations

- a. No person may operate a fuel truck/transfer vehicle unless such person has passed an approved training program and applicable refresher training.
- b. During the fueling of an aircraft, the dispensing apparatus and the aircraft must be bonded in accordance with local, state and federal codes and Uniform Fire Code Standards.
- c. Fuel servicing vehicles are prohibited from parking within 50 feet of a building.
- d. Fuel storage areas will be properly posted with warning placards as required by the Fire Marshal and/or Airports Director.
- e. No person may fuel or defuel an aircraft on the airport while the aircraft is in a closed hangar or enclosed space.

- f. No person may start the engine of an aircraft on the airport if there is any measurable gasoline or other volatile flammable liquid on the ground underneath the aircraft that may pose a hazard.
- g. Each person engaged in fueling or defueling on the airport shall exercise care to prevent the overflow of fuel, and must have readily accessible adequate fire extinguishers.
- h. Each fueling vehicle, fuel station, Self-fueling or Self-Service Fueling facility must maintain an adequate supply of fuel absorbent material to contain a medium-size fuel spill (25 gallons or less) as prescribed by the Airport Authority.
- i. During the fueling or defueling of an aircraft on the airport, no person may, within 50 feet of that aircraft, use any material that is likely to cause a spark or be a source of ignition.
- j. Each hose, funnel, or appurtenance used in fueling or defueling an aircraft on the airport shall be maintained in a safe, sound, and non-leaking condition and shall be properly grounded to prevent ignition of volatile liquids.
- k. Persons involved in fueling operations shall ensure:
 - (1) Fueling activities cease when lightning discharges occur within five miles of the airport.
 - (2) The aircraft engine is not in operation.
 - (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.

5.4 Fuel Spills

- a. In the event of a fire or fuel spill exceeding one-gallon, the responsible party will notify Airport Operations immediately and ensure that the aircraft is vacated. The aircraft shall not be re-boarded until the fuel spill has been contained and cleaned up.
- b. Whenever a hazardous material spill or leak occurs, the owner or fueling agent of the material shall take immediate steps necessary to ensure discovery, containment, and clean-up of such release and immediately notify emergency personnel (Fire and Airport Operations) of the occurrence.

5.5 Cleaning Fluids

No person shall use flammable volatile liquids for any purpose unless conducted in open air or in a properly fireproofed and ventilated room equipped with an adequate and readily accessible fire extinguisher.

5.6 Aircraft Doping and Painting

Aircraft doping and painting processes shall be conducted only in accordance with all applicable Federal, State, and Local Laws, Rules and Regulations.

5.7 Disposal of Toxicants/Pollutants

- a. No person shall dispose of any oils, fuels, solvents, chemicals, or any other toxic substances or pollutants on a County airport except in receptacles provided for that purpose, nor allow them to enter the surface water, sewer, or drainage system.
- b. All airport users shall at all times be in full compliance with all laws and regulations of the U. S. Environmental Protection Agency and all state and local entities' environmental requirements.

5.8 Sanitation

- a. No person shall dispose of any garbage, papers, rags, refuse, trash, or any other material on the airport except in receptacles provided for that purpose.
- b. No person shall introduce materials such as fill, building materials, etc. onto a County airport for disposal.

5.9 Restricted Areas

- a. Restricted Areas are established for safety and security reasons. The general public is restricted from all areas of the airport posted as RESTRICTED AREAS.
- b. Pilots, aircraft owners, passengers or guests going to and from aircraft, aircraft service and maintenance personnel, FAA and public safety personnel shall be permitted into the AOA ramp areas. Members of the general public may also be authorized by the Airport Director to enter the AOA. Visitors shall check in with Airport Administration prior to entering the AOA.
- c. Persons observed in the AOA without authorization by the Airport Director may be considered trespassing.
- d. Airport Operations personnel, FAA, Local Police Department, County Sheriff, and other local, state and federal law enforcement officers have the power and authority to enforce applicable laws, ordinances, rules and regulations within the airport boundaries.

5.10 Aircraft Security

When the condition or mission of an aircraft requires security guards or police officers, the owner or operator of the aircraft should coordinate these requirements with the Airport Director. The owner or operator of the aircraft is responsible for obtaining and paying such required security service personnel.

5.11 Tenant Security

Tenants and tenant employees are responsible for safeguarding doors, gates, and other access control devices between the AOA, airport airside and landside areas.

Aviation Fuel Distribution and Permits

6.1 Approved Aviation Fuels.

No person shall operate an aircraft on or at a County airport except with FAA-approved fuel.

6.2 Aviation Fuel Distribution Restrictions.

The County shall provide by contract (permit or license) for the manner of distribution of aviation fuel, (i.e., AVGAS, AVJET, or MOGAS). No person, firm or corporation shall bring, store, use or distribute aviation fuel on the airport except as may be authorized in writing by the County. Any person, firm or corporation so authorized shall pay the flowage fees prescribed by County ordinance.

6.3 FBO Retail Fueling Permit

The County may license an FBO master lessee to provide retail fueling on the County Airports within the requirements of the FAA grant assurances currently in force. Each licensed FBO master lessee retail fueling permittee shall maintain an approved above or below ground fuel storage tank with a minimum storage capacity of not less than 7,500 gallons.

6.4 Self-Fueling

No person may conduct self-fueling activity on the airport without securing a permit from the Airport Authority.

6.5 Bulk Delivery of Aviation Fuels.

- a. Bulk fuel delivery (including AVGAS, AVJET, and MOGAS) is the delivery of petroleum quantities exceeding 100 gallons. Any delivery of fuel exceeding 100 gallons shall be to an approved above or below ground fuel storage facility located on an Airport master lessee property or to County airport fuel storage facilities, unless delivery is directly to an aircraft's fuel tanks.
- b. Truck-to-truck delivery of aviation fuels on the County Airports is prohibited for safety and environmental reasons unless specifically authorized by Airport Authority.

Hangar, Shelter and Tie-Down Waiting Lists

7.1 General

The Airport Authority maintains waiting lists to ensure the fair and orderly assignment of the various categories of County-owned aircraft storage spaces (i.e., hangars, shelters, and tie-downs) unless the supply of a particular category of space exceeds demand. The Airport Operations Supervisor for each airport shall maintain the Master Waiting Lists for that airport and post copies of the lists in the public area(s) of the airport.

7.2 Application Procedures

In order to be placed on a waiting list for a particular category of space, Applicant shall submit to the Director a completed "Waiting List Sign Up Sheet" and all fees required by the County Ordinance Code sections applicable to aircraft parking and storage waiting list charges. All applicable fees shall be paid with cash, personal check, or money order. If the applicant desires a specific type of space within a category (e.g. box hangar or taxi-in tie-down), applicant shall so designate on the application, and the Director shall contact the applicant only when the type of space desired is available for assignment to the applicant. If the applicant does not designate a specific type of space on the application, the Director shall contact the applicant when any type of space in the category is available for assignment.

7.3 Assignment of Storage Spaces

When a space becomes available for assignment, the Airport Operations Supervisor shall attempt to contact the first eligible Applicant on the waiting list to make arrangements to examine the available space. In the event that the first eligible Applicant cannot be reached, a phone message will be left if possible. If it is not possible to leave a message, the Airport Operations Supervisor will make a minimum of three calls over a seven-day period in an effort to contact the Applicant. If contact has not been established after seven days, the Airport Operations Supervisor will attempt to contact the next eligible Applicant on the list. Therefore, applicants are highly encouraged to provide Airport Operations with a current phone number. Applicants who will not be reachable during any seven-day period are also encouraged to provide Airport Operations with an advance decision on whether they will accept a space offered during their absence or leave instructions with an individual who may be receiving messages in the Applicant's absence.

If an eligible Applicant is either unable to be contacted or declines the space offered after being contacted, Airports staff shall notate on the Applicant's Waiting List Sign Up Sheet the space offered and the date declined. The Applicant's current position on the list shall be retained after the first and second spaces offered are declined. The Applicant shall be removed from the waiting list if the third space offered is declined.

7.4 Optional Request To Be Placed in an Inactive Status on a Waiting List

Since available spaces must be offered to applicants in the order of the applicants' position on the waiting list (i.e. in sequence), significant time and effort is required to assign an available space if the waiting list contains applicants near the top of the list who are not ready to accept assignment. Applicants who are not ready to accept assignment of an available space but wish to avoid being removed from the waiting list under Section 7.3 may request to be placed in an inactive status. While in an inactive status the Applicant will not be offered any type of available space but will retain his or her position on the list indefinitely.

The Applicant's request to be placed in an inactive status shall be made in writing, shall specify the waiting list(s) for which the request is being made, shall be effective when received by Airports Administration, and shall remain in effect until withdrawn in writing by the Applicant. In no case shall the request be withdrawn within six months of submission. The request to be placed in an inactive status does not affect the number of times an applicant is permitted to decline spaces offered before being removed from the waiting list. For example, if an applicant declines an offered space one time prior to being placed in an inactive status, the applicant is eligible for two more offers after changing back to active status.

7.5 Removal from the Waiting List

An applicant shall be removed from the waiting list upon:

- Written request by the applicant to be removed; or
- Acceptance by the Applicant of an offered space unless the Applicant elects to remain on the waiting list for a future upgrade of space as discussed in Section 7.6; or
- Applicant's third decline of an offered space

Upon removal from the waiting list, the deposit less the administration fee shall be refunded or credited towards the Applicant's account as appropriate.

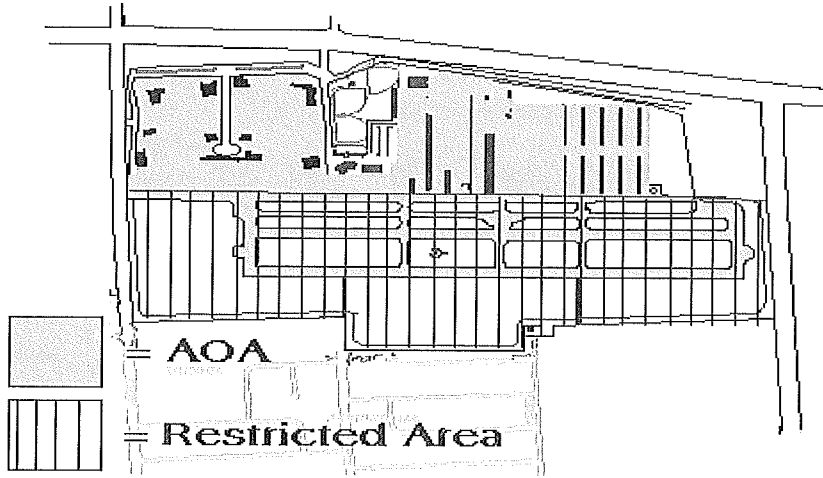
7.6 Remaining on the Waiting List for Upgrade of Space

After accepting a space and signing a License Agreement, a Licensee may retain the same position on the waiting list for a future upgrade of space. Remaining on the list requires the deposit amount to be retained by Airport Administration.

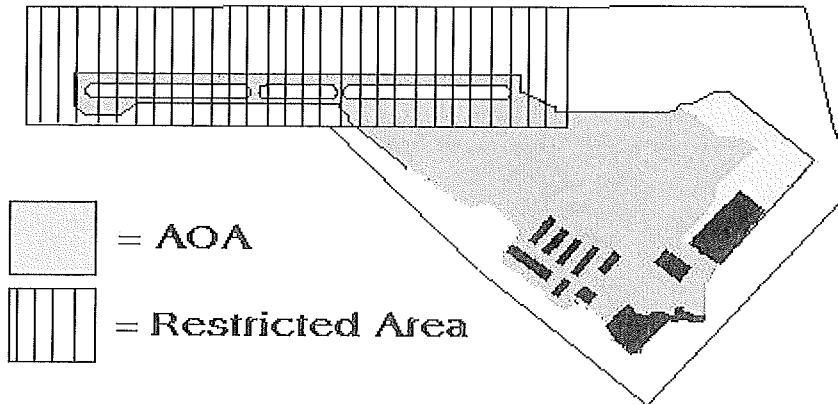
Licensees electing to remain on the waiting list for a future upgrade of space shall designate the specific type of space desired. All policies and procedures contained in this Chapter for assignment of spaces apply to Licensees remaining on the waiting list for a future upgrade of space.

Appendix I – Airport Maps

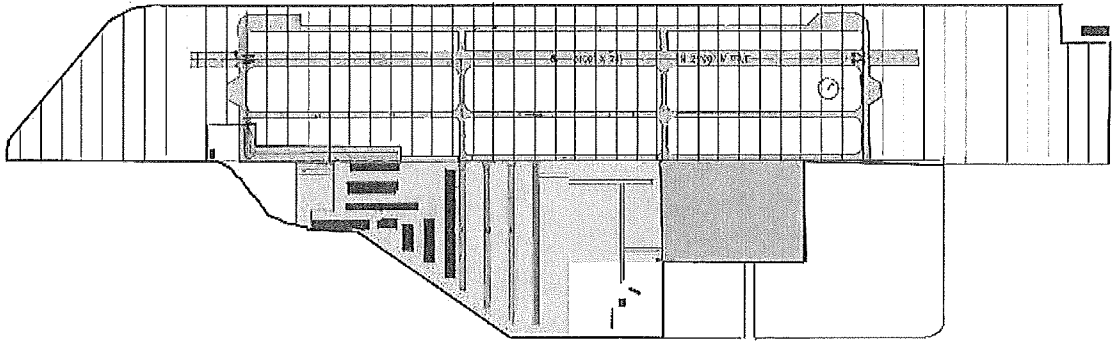
Reid-Hillview





Palo Alto



South County



-  = AOA
-  = Restricted Area

Appendix II – Specialized Aeronautical Activities

1. Specialized Aeronautical Activities including the following require coordination and regulation through the office of the Airport Director:
 - Ultralight Aircraft
 - Hot Air Balloons
 - Glider (non-powered)
 - Parachute Drops
2. Because of the substantial fees charged by insurance underwriters for liability coverage of ultralight aircraft at County Airports, routine operation of ultralight aircraft is discouraged by the Airport Authority.
3. Operation of ultralight aircraft into the airport traffic area, landing, parking and take-off of ultralight aircraft require prior coordination and written approval from the Airport Director.
4. The Airport Director has the authority and responsibility to approve/disapprove requests for use of the airport facilities for hot air balloon launches, experimental aircraft tests, home-built aircraft tests and parachute drops when the parachute landing zone is on airport property.
5. The Airport Director will coordinate these activities with the air traffic control tower manager, when appropriate.
6. The owner/operator of such specialized aeronautical equipment may be limited by the Airport Director to launching, testing, high speed taxi or parachute landing to/from specific sites on the airport. Those sites may be runways, portions of runways, taxiways, clear zones or other airport property. Specific site location may also be limited by designated time of day use.
7. Proof of liability insurance in an amount required by ordinance or approved by the County Risk Manager is required.

Appendix III – Special Events

Activities Regulated by Airport Management

1. Special Events including the following require an application be field with the Airport Authority 45 days in advance of the requested event:
 - Airport Day
 - Air Shows
 - Balloon Festivals
 - Air Races
 - War Bird Shows
 - Fly-In Meets
 - Parachute Team Demonstrations
2. The Airport Authority must officially approve all special events.
3. The special event sponsor may be required to obtain liability insurance for the event. The insurance policy will identify the County and it's officers, agents and employees as a "named insured."

Mandatory Compliance by the Special Event Sponsor

1. If the special event is expected to attract an attendance of 500 persons or more, the sponsor may be required to coordinate road and highway impacts with local police, sheriff and/or highway patrol.
2. The sponsor may be required to make arrangements for auto towing, garbage pick-up and refuse clean up.
3. The special event must be planned to accommodate the normal ingress and egress of motor vehicles for the general aviation users of the airport, or other business activities normally conducted at the airport.
4. Airport runways, taxiways, and/or landside "closures" must be coordinated, and approved in advance with the Airport Director and other users of the airport.
5. A special event that involves certain maneuvers by aircraft must be coordinated with the Airport Director and the local Flight Standards District Office (FSDO) of the FAA.
6. Failure of the sponsor to adequately perform trash and litter clean-up of the airport and repair or compensate for damaged property as a result of the special event will be billed for extra overhead expense and damages by the Airport Authority
7. Special events involving aerial activities that are not of a routine nature for the airport will require the designation and approval of an "air boss" who is experienced in directing and controlling the aerial activities planned for the event. The Airport Director must approve the person designated as "air boss".

Exhibit 1 - Aircraft Accident/Incident Report

County Airports – Santa Clara County

Aircraft Accident/Incident Report				
Name of Reporting Party	Address	City	Zip	Phone
Reid-Hillview Airport <input type="checkbox"/> Palo Alto Airport <input type="checkbox"/> South County Airport <input type="checkbox"/>				
Explain Incident:				
Date Call Received	Time Call Received	Call Received By	County Property Damaged? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Pilot, Passenger, and Aircraft Data				
Name of Pilot	Address	City	Zip	Phone
Pilots License No.	Insurance co.	Policy No.		
Owners Name	Address	City	Zip	Phone
Name Of Witness:	Address	City	Zip	Phone
Name Of Witness:	Address	City	Zip	Phone
Aircraft Make:	Model:	N#		
Additional Data:				
Investigator:			Date Investigated:	

Remarks		
Report Completed By:	Date Completed:	Approved By:

Location of _____	Total Aircraft Occupants: _____
Fatalities: _____	Number of Injured: _____ Injuries: _____
Aircraft Damage: _____	Aircraft Home Airport: _____
PIC Pilot Certificate: _____	
FAA/NTSB classified this as an: _____	