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April 18, 2014

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

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

Dear Mr. Willis:

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

Together, this letter and its attachments demonstrate that the skydiving insurance at issue is obtainable for Garlic City Skydiving[1], the proposed limits are justified, and the price is

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

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

Insurance Requirements for Commercial Skydiving Operations

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

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

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

Determining Compliance with the Decision

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

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

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

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

(1) The Insurance is Obtainable

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

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

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

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

[5] *Id.* at 22.

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

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

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

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

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

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

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

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

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

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

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

- A March 2014 accident at the South Lakeland Airport in Florida, where a parachute became entangled with the wing of a Cessna 170 landing at the airport. The parachutist received serious injuries and there was unspecified damage to the aircraft.

- An accident in 1993, in which a Piper PA-28-161 aircraft collided with a skydiver in flight in Massachusetts, causing the destruction of the aircraft, the deaths of the pilot and three passengers and serious injuries to the skydiver.

- A 2002 accident at the North Central State Airport in Rhode Island in which a parachutist had missed her proper touchdown point and was pulled into a Cessna 208B's propeller, causing serious injuries to the skydiver and unspecified damage to the aircraft.

- Also in 1993, a Christen Eagle II collided with a parachutist during the opening act of an airshow over the Lebanon Airport in Lebanon, New Hampshire. The pilot and parachutist were fatally injured and the aircraft was destroyed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[18] *Id.*.

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

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

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

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

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

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

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[19] *See* March 12 Letter at 3.

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

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

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

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

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

Next Steps

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

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

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

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

2) Approval by Board of Supervisors. As discussed previously, the County needs to make minor changes to the Permit to accommodate Garlic City's proposed subcontractor arrangement. Additionally, depending on the FAA's determination, the County may need to modify Section 6.1.1 of the Permit to reflect this determination. The Board of Supervisors must approve any amendment to the Permit. The Board is on recess during the month of July; therefore, if the FAA makes a final determination on or before May 16, 2014, the Board can consider the Permit amendments at its meeting on June 10 or June 24. However, if a decision is not made on or before May 16, 2014, then the earliest the Board could consider amendments to the Permit is August 5, 2014.

3) Execution of Permit. Upon approval of the amended Permit by the Board of Supervisors, County staff will move immediately to execute and implement the Permit with Garlic City Skydiving or any other commercial skydiving operation.[22]

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

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

Very truly yours,
ORRY P. KORB
County Counsel

ELIZABETH G. PIANCA
Deputy County Counsel

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

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

List of Attachments

A – Permit Approved by the Board of Supervisors, November 26, 2013

B – Email to Brian Armstrong from Elizabeth Pianca, February 20, 2014

C – County Insurance Exhibit B-8

D – Letter to Scott Gault from Lance Sposito, January 10, 2014

E – Email to Lance Sposito from Scott Gault, January 28, 2014

F – E-mails to Brian Armstrong and Robin Hunt from Elizabeth Pianca, February 13, 2014

G – Email to Brian Armstrong from Elizabeth Pianca, February 18, 2014

H – Email to Rick Durden from Elizabeth G. Pianca, January 22, 2014

I – Email to Lance Sposito from Parker Lindsay, April 13, 2014

J – Email to Lance Sposito from Rick Lindsay, April 17, 2014

K – RIAC Skydiving Leases

L – Conditional Airport Use Permit with Skydive Monterey

M – Special Recreational Permit Information Booklet, August 2007

N – Summary of Skydiving Accident Examples

O – ACRP Legal Research Digest 11: Survey of Minimum Standards

P – Email to Rick Durden from Elizabeth Pianca, November 15, 2013

Q – March 13, 2014 Claim Filed Against the County by Jeff Bodin (received March 17, 2014)

R – Garlic City Skydiving Business Proposal